



City Council Agenda 3/18/2025

Notice is hereby given of a regular meeting of the City Council of City of San Angelo to be held March 18, 2025 at 8:30 AM at the McNease Convention Center – South Meeting Room, 501 Rio Concho Drive, San Angelo, Texas, for the purpose of considering the following agenda items.

1. Call to Order

2. Chaplain Prayer & Pledges

3. Proclamations/Recognitions

- a. Proclamation of March 29, 2025, as Vietnam War Veterans Memorial Day

4. Public Comment

Members of the public may raise issues or concerns not listed on the Regular Agenda during this time. To participate, please sign in with the City Clerk prior to the beginning of the meeting. Speakers will be called in the order they signed in. When speaking, citizens must speak from the podium, address all comments to the dais, begin by stating your name and address or Single Member District number, and limit their remarks to three minutes or less.

5. Consent Agenda

- a. Consider approving the March 4, 2025, City Council regular meeting minutes (Heather Stastny)
- b. Consider accepting a 2.777 acre Utility Easement out of C. Damman Survey No. 180, Abstract No. 141 and authorizing the City Manager to negotiate and execute all related documents (Kevin Pate, Sarah Torres)
- c. Consider authorizing the City Attorney to begin termination of the Lake Nasworthy residential lot lease for non-payment of annual rent for property located at 3129 Red Bluff Rd. (Sarah Torres)
- d. Consider awarding Task Order #2 under IDIQ agreement PW-02-24 Engineering Services for modifications to the Bill Aylor Sr. Riverstage to Entropec/Hibbs & Todd in an amount of \$490,000 for Civil, Mechanical, Plumbing, Electrical Engineering, and Architectural design documents, and authorizing the City Manager to negotiate and execute all related documents (Alfonso Torres)
- e. Consider Change Order #1 to ES-01-25 Glenna St./Edmund Blvd./W. 29th St. Roadway Improvements Project with Reece Albert in the amount of \$61,045 and authorizing the City Manager to negotiate and execute all related documents (Patrick Frerich)
- f. Consider approving BuyBoard Contract #703-23 for the purchase of a temporary traffic signal pop-up trailer to OMJC Signal in the amount of \$55,410 and authorizing the City Manager to negotiate and execute all related documents (Patrick Frerich)
- g. Consider awarding contracts for construction materials to CSA Materials, Zack Burkett Company, and Dorado Construction Company as respectively submitted in response to SB-02-25 Street Construction Materials in the amount of \$800,000, budgeted annually, and

authorizing the City Manager to negotiate and execute all related documents (Patrick Frerich)

- h. Consider awarding RFB SB-01-25 LRA DS Material to Vulcan Construction Materials, LLC in the amount of \$75,000, budgeted annually, and authorizing the City Manager to negotiate and execute all related documents (Patrick Frerich)
- i. Consider authorizing an emergency contract to repair a traffic signal at Beauregard Ave. and Abe St. to Willis Electric Co. LP in the amount of \$185,625 due to unforeseen damage pursuant to Sec. 252.022 of the Texas Local Government Code, and authorizing the City Manager to negotiate and execute all related documents (Patrick Frerich)
- j. Consider approving a reimbursement request from The Bank and Trust for a looped 8-inch waterline extension measuring 1,600-ft. in the amount of \$30,400 and finding a public purpose for such reimbursement (Shane Kelton)
- k. Consider approving Buyboard contract #679-22 for the purchase and installation of a Mariner Hexagon shade structure at the Texas Bank Sports Complex to USA Shade in the amount of \$79,781.32 utilizing budgeted Texas Bank Sports Complex fund balance and authorizing the City Manager to negotiate and execute all related documents (Mario De La O)
- l. Consider approving items and authorizing the City Manager to negotiate and execute the following:
 - 1. An interlocal agreement with the Equalis Group providing for the City's participation in cooperative purchases through the Equalis Group (Jeff Tomlinson)
 - 2. Equalis Group Contract #R10-1125B with HUB International in the amount of \$49,500, budgeted annually, for benefit consulting services (Kimberly Holle)
- m. Consider a resolution adopting the March 2025 Purchasing Policy (Jeff Tomlinson)
- n. Consider authorizing the Airport Director to negotiate and execute temporary nonexclusive license agreements with permitted food truck vendors to provide food vending services on City Airport property (Justin Fletcher)
- o. Consider authorizing the Office of Emergency Management to apply for a FEMA Community Safe Room Grant-DR478 and to authorizing the City Manager to execute the application (Patrick Brody)
- p. Consider a resolution amending Resolution 2025-022 to reschedule a joint public hearing of the City Council and the Planning Commission regarding amendments to Section 311 "Cultural District Overlay Zone" of the Zoning Ordinance, Section 313 "Use Table" of the Zoning Ordinance, Section 304 "Commercial District Intent Statements", Article 12.04 "Signs" of the Planning and Development Ordinance and Section 420 "Offsite Signs" of the Zoning Ordinance and establishing alternative notice procedures (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. To participate, please sign in with the City Clerk prior to the beginning of the meeting. Speakers will be called in the order they signed in. Comments are limited to less than three minutes. Applicants, proponents, and appellants are exempt from the time limit above and instead must limit their remarks to less than five minutes.

- a. Consider accepting the City's fiscal year 2024 Annual Comprehensive Financial Report and Single Audit (Presentation made by Pattillo, Brown & Hill, LLP Audit Manager Clayton Rogers)
- b. Public Hearing to consider approval of a 3-year Tax Abatement Agreement within Reinvestment Zone No. 24-2 with Zeppelin Energy Storage, LLC. pursuant to Chapter 312 of the Texas Tax Code, and authorizing the City Manager to negotiate and execute all related documents (Presentation made by Interim Economic Development Director Michael Dane)
- c. Consider approving TIRZ incentive requests for four South TIRZ private projects totaling \$184,356.12 that were approved by the TIRZ Board on 2/25/25 (Presentation made by Planning & Development Services Director Aaron Vannoy)
- d. Consider approving TIRZ incentive requests for five North TIRZ private projects totaling \$345,135.99 that were approved by the TIRZ Board on 2/25/25 (Presentation made by Planning & Development Services Director Aaron Vannoy)
- e. First reading and public hearing for PD24-07, a request for a zone change to a Planned Development from a Heavy Commercial zoning district to an underlying Mobile Home Subdivision zoning district, allowing one framed house and one manufactured home on 2 acres out of 13 acres located at 4673 Christoval Rd. (Presentation made by Planning and Development Services Director Aaron Vannoy)
- f. First reading and public hearing for Z25-05, a request for a zone change from the Single-Family Residential zoning district to Neighborhood Commercial zoning district, for two properties located at 502 and 504 W. Ave V (Presentation made by Planning and 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 an attorney regarding property tax assessment on City-owned leased land
- b. Section 551.072 - Deliberations about real property regarding City-owned leased land at 6859 Golden Ln.
- c. Section 551.072 - Deliberations regarding 2.524 acres out of lots 18 & 19, Fort Concho River Lots
- d. Section 551.072 - Deliberations about real property regarding:
 - 1. Approximately 200.11 acres out of Survey 20, W.C. Ry. Co., Abstract 8138; Approximately 143.78 acres out of Survey 19, W.C. Ry. Co., Abstract 4018; and Approximately 8.39 acres out of Survey 4 ½, J.W. Johnson, Abstract 8647
 - 2. Approximately 316 acres out of Sarah R. Robertson Survey No. 178, Abstract 8474

8. Follow Up and Administrative Issues

- a. Consider items discussed in Executive Session, if needed
- b. Consider approving various Board nominations
Animal Shelter Advisory Committee: Rodger Horton (SMD 4) to a first full term ending January 2027
Civic Events Advisory Board: Ken Roberts (SMD 5) to a first term ending December 2026

Construction Board of Adjustments and Appeals: Rodrick Mayberry (SMD 6) to a first full term ending January 2027

Development Corporation: Travis Stribling (SMD 6) to a first term ending February 2027

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 12th day of March 2025, at 5:17 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

The Vietnam War Veterans Recognition Act of 2017 established March 29th as National Vietnam Veterans Day. This year, March 29th marks the 50th anniversary of the imminent capture of Ho Chi Minh City, the former capital (Saigon) of the Republic of South Vietnam, by North Vietnamese forces. This was the last major military event of the Vietnam War that occurred from March 4 to April 30, 1975. President Gerald Ford's proclamation on May 7, 1975, administratively ended this divisive war for the United States of America.

On March 29, 2025, we will once again pause to remember the more than nine million military personnel who served on active duty during the Vietnam War era from August 5, 1964 to May 7, 1975. These commemoratives will include special tribute to the 3.5 million American men and women who served honorably in the Southeast Asia Theater and the more than 1.5 million service members who either fought in combat or provided close combat support. All these veterans served with courage and valor during what was, at that time, this nation's longest war.

As a nation, we owe an immeasurable debt of gratitude to all veterans who served in the Vietnam War theater of operations, especially to the more than 58,000 who made the ultimate sacrifice, including more than twenty of our own heroes from Tom Green County. The freedoms we enjoy daily are a direct result of their commitment and sacrifice, and we are grateful for their unconditional service.

It is equally important to understand and acknowledge the struggles that untold numbers of these war horses and their families live with in their daily routines. As a nation, it is our duty to ensure that we always remember them and diligently strive to meet their needs. As President Lincoln said, "... to care for him who has borne the battle, and for his widow and orphans." Now, therefore, I, Brenda Gunter, Mayor of the City of San Angelo, Texas, in accordance with the Vietnam War Veteran Recognition Act dated March 28, 2017, do recognize March 29, 2025 as

VIETNAM WAR VETERANS MEMORIAL DAY

in San Angelo, Texas. Further be it known that the citizens of San Angelo remember with eternal respect the service, valor and sacrifices of all former and current active-duty personnel of the Armed Forces of the United States of America.

In Witness Whereof, I have hereunto set my hand and have caused the Official Seal of the City of San Angelo to be affixed this 18th day of March 2025.

Brenda Gunter
Mayor of the City of San Angelo

City of San Angelo, Texas
Regular City Council Meeting
Tuesday, March 4, 2025

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, March 4, 2025 at the San Angelo McNease Convention Center, 501 Rio Concho Drive, San Angelo, Texas 76903.

2. Chaplain Prayer & Pledges

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

3. Proclamations/Recognitions

March 7, 2025, was recognized as SAISD Difference Maker Day.

4. Public Comment

Citizens Ashley Swider (SMD 2), Mary Wilson (SMD 1), Jimmy Black (SMD 3), Cenny Flores (SMD 5), Donalle Miller (SMD 6), Kay Brown (SMD 1), Heather Alcantar (SMD 2) and County Resident Jenie Wilson spoke in opposition of new Animal Shelter policies.

SAISD Superintendent Christopher Moran gave an update on the school bond election.

5. Consent Agenda

- a. Approval of the February 18, 2025, City Council regular meeting minutes (Heather Stastny)
- b. Consider items related to the May 3, 2025, election:
 1. Approval of the Certification of Unopposed Candidates
 2. Declaration of unopposed candidate Mary Coffey elected
 3. Adoption of a resolution accepting an order declaring the election for Council Member SMD 6 canceled
 4. Adoption of a resolution amending Resolution 2025-013 to extend early voting dates and hours for the May 3, 2025 election (Heather Stastny)
- c. Approval of TIPS Contract #23010402 with CC3 Construction Consultants for the purpose of repairs and upgrades to the commercial terminal of the airport in the amount of \$84,783.91 and authorizing the City Manager to negotiate and execute all related documents (Justin Fletcher)
- d. Adoption of a resolution allowing the Fire Department to accept a donation of \$2,500 from Atmos Energy Corporation (Patrick Brody)

- e. Adoption of an ordinance annexing into the City of San Angelo, by petition of the property owner, unaddressed tracts with a total of 1210.726 acres in Tom Green County, Texas, located south of US Hwy 67, east of the US Hwy 277 and US Hwy 67 interchange and Harriet Rd.; being more fully described in the adopting ordinance (Aaron Vannoy)
- f. Adoption of an ordinance for Z24-17, a request for a zone change from the General/Heavy Commercial zoning district to the General Commercial zoning district located at 2401 N. Chadbourne (Aaron Vannoy)

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

6. Regular Agenda

- a. Approval of a "Not to Exceed" ROM proposal for the Bill Aylor Sr. Memorial River Stage modifications from Basic IDIQ in the amount of \$1,320,000 for new and remodel construction services and related site work and authorizing the City Manager to negotiate and execute all related documents. This contract is a cooperative purchase through BuyBoard #728-24 RS Means JOC (Presentation made by Construction Manager Alfonso Torres)

Citizen Nelda Nowlin (SMD 1) requested an expected timeline for part 2 of the River Stage renovations.

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.

- b. Accepted annexation petition for the following:
 - 1. 9.712 acres of land, from Abstract A-8211 Survey A Willeke S-002, located west of Pendleton Parkway and south of Willeke Dr., creating an extension of Trippington Way, and setting a public hearing for April 15, 2025
 - 2. 7.12 acres of land from Abstract A-8211 Survey A Willeke S-002, located west of Pendleton Parkway, creating an extension of a minor collector, Pinon Ridge Dr., and setting a public hearing for April 15, 2025 (Presentation made by Planning and Development Services Director Aaron Vannoy)

Citizen/Applicant Rocky Templin (SMD 5) requested Council approval of the petition.

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

- c. Discussion and direction for possible action on the following:
 - 1. Amendments to Section 311 "Cultural District Overlay Zone" of the Zoning Ordinance
 - 2. Amendments to Article 12.04 "Signs" of the Planning and Development Ordinance
 - 3. Adoption of a resolution calling a joint public hearing of City Council and the Planning Commission regarding amendments to Section 311 "Cultural District Overlay Zone" of the Zoning Ordinance, Section 313 "Use Table" of the Zoning Ordinance, Section 304 "Commercial District Intent Statements", Article 12.04 "Signs" of the Planning and Development Ordinance and Section 420 "Offsite Signs" of the Zoning ordinance and

establishing alternative notice procedures (Presentation made by Planning & Development Services Director Aaron Vannoy)

Motion: Council Member Hiebert made a motion, seconded by Council Member Miller, to adopt the resolution for a joint public hearing on April 1, 2025. 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:

- a. Section 551.072 - Deliberations about real property regarding:
 1. Approximately 200.11 acres out of Survey 20, W.C. Ry. Co., Abstract 8138; Approximately 143.78 acres out of Survey 19, W.C. Ry. Co., Abstract 4018; and Approximately 8.39 acres out of Survey 4 ½, J.W. Johnson, Abstract 8647
 2. Approximately 316 acres out of Sarah R. Robertson Survey No. 178, Abstract 8474

8. Follow Up and Administrative Issues

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

Chamber of Commerce Economic Development Vice President Michael Looney thanked council for their consideration and motion to approve the item.

Motion: Council Member Gonzales made a motion, seconded by Council Member Hesse Smith, authorizing the City Manager to negotiate and execute a non-binding letter of intent with Skybox Datacenters, LLC. regarding the possible sale of city property, being approximately 343.89 acres out of Surveys 19 & 20, W.C. Ry. Co., Abstracts 4018 & 8138, and 8.39 acres out of Survey 4½, J. W. Johnson, Abstract 8647, with a proposed purchase of \$50,000/acre, subject to City Council's approval of a final contract of sale and agreement under Chapter 380 of the Texas Local Government Code. The motion carried unanimously (6) ayes to (0) nays.

- b. Approval of various Board nominations:

Design and Historic Review Commission: Chrys Carter (SMD 4) to a second term ending in September 2026

Development Corporation: Jimmy Barton (SMD 3) to a first term ending February 2027, Carlos Rodriguez (SMD 4) to a second term ending in February 2027, and Steven Mahaffey (SMD 5) to a second term ending February 2027

Zoning Board of Adjustments: Charles Young (SMD 2) to a first term ending January 2027

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.

- c. Announcements and consideration of Future Agenda Items

No Action Taken.

9. Adjournment

Motion: Council Member Hiebert made a motion, seconded by Council Member Gonzales, 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 10:37 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: March 18, 2025

Item type: Consent Item

Caption:

Consider accepting a 2.777 acre Utility Easement out of C. Damman Survey No. 180, Abstract No. 141 and authorizing the City Manager to negotiate and execute all related documents (Kevin Pate, Sarah Torres)

Staff Recommendation:

Approve

Summary/History:

Easement is needed for water and sewer lines.

Funding Source(s):

Financial Impact:

Other Information/Recommendation:

Staff recommends approval.

Attachments:

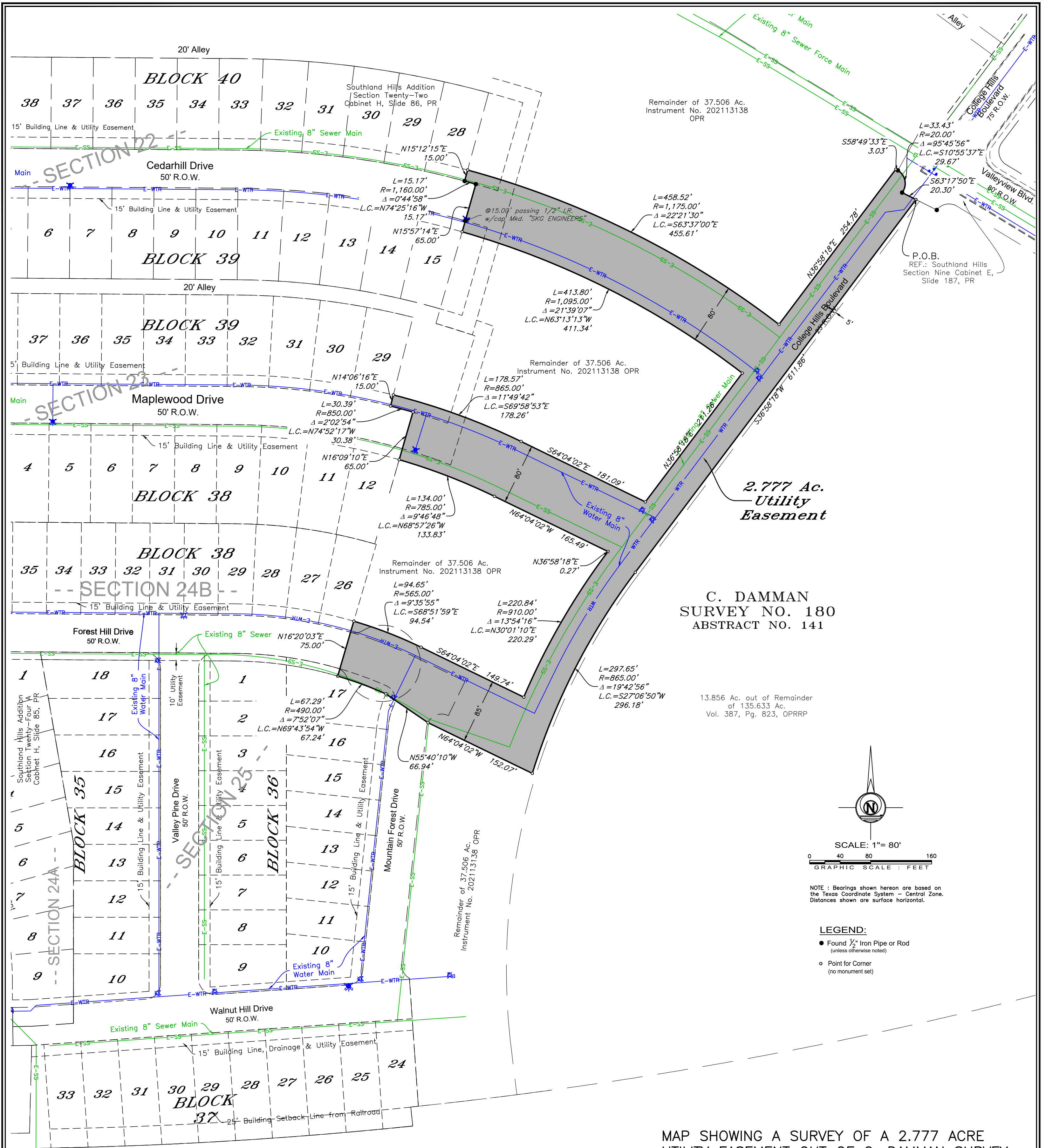
- | | | |
|----|---------------------------------------|---|
| 1. | Utility Easement Survey & Field Notes | Utility Easement Survey & Field Notes.pdf |
|----|---------------------------------------|---|

Presentation:

Kevin Pate

Approvals/Reviews:

Sarah Tackett	Created/Initiated
Sarah Tackett	Approved
Shane Kelton	Approved
Kevin Pate	Approved
Brandon Dyson	Approved
Heather Stastny	Final Approval



MAP SHOWING A SURVEY OF A 2.777 ACRE UTILITY EASEMENT OUT OF C. DAMMAN SURVEY NO. 180, ABSTRACT NO. 141, CITY OF SAN ANGELO, TOM GREEN COUNTY, TEXAS AND BEING OUT OF THAT CERTAIN 37.506 ACRE TRACT DESCRIBED AND RECORDED IN INSTRUMENT NUMBER 202113138, OFFICIAL PUBLIC RECORDS OF TOM GREEN COUNTY, TEXAS. SEE ATTACHED FIELD NOTES.

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: February 25, 2025.

Russell T. Gully

RUSSELL T. GULLY
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5636



SKG

ENGINEERING, LLC

SURVEYING • ENVIRONMENTAL • LAB/CMT

706 SOUTH ABE STREET
SAN ANGELO, TEXAS 76903
PHONE: 325.655.1288
FAX: 325.657.8199
Firm No. 10102400
www.skg.com

FIELD NOTES

2.777 Acre Utility Easement

February 25, 2025
25-E-0006_OffSite_Esmt

Being 2.777 acres out of C. Damman Survey No. 180, Abstract No. 141 and being out of that certain 37.506 acre tract described and recorded in Instrument Number 202113138, Official Public Records of Tom Green County, Texas and said 2.777 acre Utility Easement being more particularly described by metes and bounds as follows:

Commencing at a ½" iron rod found on the east right of way end of radius of College Hills Boulevard at the south right of way of Valleyview Boulevard and being on the southwest line of Southland Hills Addition Section Nine as per plat recorded in Cabinet E, Slide 187, Plat Records of Tom Green County, Texas and on the north line of a certain 13.856 acre remainder of 135.633 acre tract described and recorded in Volume 387, Page 823, Official Public Records of Real Property of Tom Green County, Texas;

Thence with the south right of way line of said Valleyview Boulevard, N. 63°22'06" W. a distance of 30.50 feet to the northeast corner and **POINT OF BEGINNING** of this 2.554 acre utility easement and said beginning point having coordinates of **N:632712.71, E:1952017.65** based on Texas State Plane Coordinate System NAD27, Central Zone;

Thence with the east line of this easement and crossing said 37.506 acre tract as follows:

S. 36°58'18" W. a distance of **611.86** feet to a point of curvature;

In a southwesterly direction with a tangent curve turning to the left, having a radius of 865.00 feet, central angle of 19°42'56", arc length of 297.65 feet, whose long chord bears **S. 27°06'50" W.** a distance of **296.18** feet to a point for the southeast corner of this easement;

Thence with the south line of this easement as follows:

N. 64°04'02" W. a distance of **152.07** feet to an angle corner;

N. 55°40'10" W. a distance of **66.94** feet to an angle corner;

In a westerly direction with a non-tangent curve turning to the left, having a radius of 490.00 feet, central angle of 07°52'07", arc length of 67.29 feet, whose long chord bears **N. 69°43'54" W.** a distance of **67.24** feet to an angle corner of this easement;

Thence with a westerly line of this easement, **N. 16°20'03" E.** a distance of **75.00** feet to an angle corner of this easement;

Thence with a northerly line of this easement as follows:

In an easterly direction with a non-tangent curve turning to the right, having a radius of 565.00 feet, central angle of 09°35'55", arc length of 94.65 feet, whose long chord bears **S. 68°51'59" E.** a distance of **94.54** feet to a point of tangency;

S. 64°04'02" E. a distance of **149.74** feet to an angle corner of this easement;

Thence with a westerly line of this easement as follows:

In a northeasterly direction with a non-tangent curve turning to the right, having a radius of 910.00 feet, central angle of 13°54'16", arc length of 220.84 feet, whose long chord bears **N. 30°01'10" E.** a distance of **220.29** feet to a point of tangency;

N. 36°58'18" E. a distance of **0.27** feet to an angle corner of this easement;

Thence with a northerly line of this easement as follows:

N. 64°04'02" W. a distance of **165.49** feet to a point of curvature;

In a westerly direction with a tangent curve turning to the left, having a radius of 785.00 feet, central angle of 09°46'48", arc length of 134.00 feet, whose long chord bears **N. 68°57'26" W.** a distance of **133.83** feet to an angle corner of this easement;

Thence with a westerly line of this easement as follows:

N. 16°09'10" E. a distance of **65.00** feet to an angle corner;

In a westerly direction with a non-tangent curve turning to the left, having a radius of 850.00 feet, central angle of 02°02'54", arc length of 30.39 feet, whose long chord bears **N. 74°52'17" W.** a distance of **30.38** feet to an angle corner of this easement;

Thence with **N. 14°06'16" E.** a distance of **15.00** feet to an angle corner of this easement;

Thence with a northerly line of this easement as follows:

In an easterly direction with a non-tangent curve turning to the right, having a radius of 865.00 feet, central angle of 11°49'42", arc length of 178.57 feet, whose long chord bears **S. 69°58'53" E.** a distance of **178.26** feet to a point of tangency;

S. 64°04'02" E. a distance of **181.09** feet to an angle corner of this easement;

Thence with a westerly line of this easement, **N. 36°58'18" E.** a distance of **211.26** feet to an angle corner;

Thence with a southerly line of this easement and in a northwesterly direction with a non-tangent curve turning to the left, having a radius of 1095.00 feet, central angle of 21°39'07", arc length of 413.80 feet, whose long chord bears **N. 63°13'13" W.** a distance of **411.34** feet to an angle corner of this easement;

Thence with a westerly line of this easement as follows:

N. 15°57'14" E. at a distance of 15.00 feet passing a ½" iron rod with cap marked "SKG ENGINEERS" found on the south right of way line of Cedarhill Drive and the northeast corner of Lot 15, Block 39, Southland Hills Addition Section Twenty-Two as per plat recorded in Cabinet H, Slide 86, Plat Records of Tom Green County, Texas, in all a total distance of **65.00** feet to a ½" iron rod with cap marked "SKG ENGINEERS" found for an easterly corner of said Southland Hills Addition Section Twenty-Two and on the north right of way line of said Cedarhill Drive and an angle corner of this easement;

In a westerly direction and with said north right of way line of Cedarhill Drive and with a non-tangent curve turning to the left, having a radius of 1160.00 feet, central angle of 00°44'58", arc length of 15.17 feet, whose long chord bears **N. 74°25'16" W.** a distance of **15.17** feet to a ½" iron rod with cap marked "SKG ENGINEERS" found for the southeast corner of Lot 28, Block 40 of said Southland Hills Section Twenty-Two and an angle corner of this easement;

With the east line of said Lot 28, Block 40, **N. 15°12'15" E.** a distance of **15.00** feet to an angle corner of this easement;

Thence with a northerly line of this easement and in a southeasterly direction with a non-tangent curve turning to the right, having a radius of 1175.00 feet, central angle of 22°21'30", arc length of 458.52 feet, whose long chord bears **S. 63°37'00" E.** a distance of **455.61** feet to an angle corner of this easement;

Thence with a westerly line of this easement, **N. 36°58'18" E.** a distance of **254.78** feet to an angle corner of this easement;

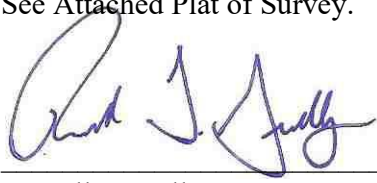
Thence with a northerly line of this easement as follows:

S. 58°49'33" E. a distance of **3.03** feet to a ½" iron rod found for the end of radius on the south right of way line of said Valleyview Boulevard and the west right of way line of said College Hills Boulevard and a southwesterly corner of said Southland Hills Addition Section Nine;

In a southerly direction with a non-tangent curve turning to the right, having a radius of 20.00 feet, central angle of $95^{\circ}45'56''$, arc length of 33.43 feet, whose long chord bears **S. $10^{\circ}55'37''$ E.** a distance of **29.67** feet to a $\frac{1}{2}$ " iron rod found for the end of radius on the west right of way line of said College Hills Boulevard and the south right of way line of said Valleyview Boulevard and an angle corner of this easement;

S. $63^{\circ}17'50''$ E. a distance of **20.30** feet to the point of beginning and containing **2.554** acres.

See Attached Plat of Survey.



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



REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Sarah Tackett, Real Estate Manager, Real Estate

Meeting Date: March 18, 2025

Item type: Consent Item

Caption:

Consider authorizing the City Attorney to begin termination of the Lake Nasworthy residential lot lease for non-payment of annual rent for property located at 3129 Red Bluff Rd. (Sarah Torres)

Staff Recommendation:

Approve

Summary/History:

The following tenant is delinquent in paying the annual Lake Nasworthy residential lot lease fee. All reasonable collection efforts made by the Real Estate Division have failed. Collection efforts included certified mailings to the tenant. Notices have been mailed yearly since 2019 notifying tenants of the increase in their annual lease fees for those at market value.

It is the recommendation of the Real Estate Division that the City Attorney's Office terminate the Lake Nasworthy Residential Lot Lease and begin the eviction process on the following tenant for failure to pay the 2024-2025 annual lease fee.

1. 3129 Red Bluff Road; Richard Dorris, annual lease fee due October 1, 2024; total amount due including late fees - \$6,178.00.

Funding Source(s):

Financial Impact:

Other Information/Recommendation:

Staff recommends approval.

Attachments:

Presentation:

Sarah Tackett

Approvals/Reviews:

Sarah Tackett
Brandon Dyson
Heather Stastny

Created/Initiated
Approved
Final Approval

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Alfonso Torres, Construction Manager, Construction Management

Meeting Date: March 18, 2025

Item type: Consent Item

Caption:

Consider awarding Task Order #2 under IDIQ agreement PW-02-24 Engineering Services for modifications to the Bill Aylor Sr. Riverstage to Entropec/Hibbs & Todd in an amount of \$490,000 for Civil, Mechanical, Plumbing, Electrical Engineering, and Architectural design documents, and authorizing the City Manager to negotiate and execute all related documents (Alfonso Torres)

Staff Recommendation:

Approve

Summary/History:

This proposal is for Engineering services for the design of improvements to the Bill Aylor Sr. Memorial Riverstage. The services include Phase One B renovations only and include the following:

- Women's Restroom Building Addition (Entry Level)
- Concession and Restroom Building (Stage Level)
- ADA/TAS Sidewalk Improvements as necessary for the final layout
- New Lift Station Improvements – City shall provide design capacity and other necessary utility information upon request from PROVIDER.
- Wastewater Collection System Improvements – Approximately 450 LF of Collection Line Upsizing.

The Riverstage facility is in dire need of upgrades. The facility is extremely popular but planned modifications will make the facility more attractive to both patrons and visiting artists. Council authorized staff to move forward with the design of the new restroom facilities and associated lift station design at the September 17th, 2024 meeting.

Funding for the design of Phase One B as described above is proposed to be furnished by Wastewater Capital funds and building project design funds will come from account #410-6605-800.07-30.

Staff recommends approving this Task Order for Engineering Services.

Funding Source(s):

Financial Impact:

Project will be funded under two funds.
Wastewater design costs are budgeted annually in Wastewater Capital.
Building project design funds will come from account # 410-6605-800.07-30.

Other Information/Recommendation:

Attachments:

- | | | |
|----|--|--|
| 1. | Combined Proposal River Stage Phase 1B | Combined Proposal River Stage Phase 1B.pdf |
|----|--|--|

Presentation:

Alfonso Torres

Approvals/Reviews:

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



TASK ORDER NO. 2 (PW-02-24)
PROFESSIONAL SERVICES RIVERSTAGE PHASE 1B

Date: March 18, 2025

Engineer: Enprotec / Hibbs & Todd, Inc.
402 Cedar Street
Abilene, Texas 79601
Attn.: Sage Diller, P.E.

Owner: City of San Angelo
Civic Events
501 Rio Concho Drive
San Angelo, Texas 76903
Attn.: Sidney Walker, Civic Events Manager

Effective Date of Master Agreement: November 19, 2024

Approving City Official: Carlton White, Parks and Recreation Director

Task Order Scope of Services: Providing design services and related requirements for the design of a women's restroom building at entry level, a large concession and restroom building at stage level, overall pavilion canopy structure, new upgraded sewage lift station, and wastewater collection system improvements, authorized under Task Order No. 2 of the Engineering Services Master Agreement. Refer to the attached EXHIBIT A "Scope of Services" for specific scope details.

Time of Completion: Design Phases of the work on this Task Order shall be substantially completed within 270 days from when City issues Engineer a written Notice to Proceed. Bidding and Construction phases are TBD. Approval for beginning Work on the project will not be given and that Work will not start until all required bonds and insurance certificates specified in the contract documents have been received and approved by City. Engineer agrees that any extension of the Contract Time stated herein shall not be effective or of any force or effect until and unless in writing, signed by the above-named Approving Director, or designee. Refer to the attached EXHIBIT B "Compensation and Schedule" for more specific time of completion details.

Task Order Not-To-Exceed Contract Price: \$490,000.00

Council Authorization Date (Task Orders of \$50,000 or more): March 18, 2025

Documents Incorporated Into and Made a Part of the Task Order (Attached):

- Exhibit A "Scope of Services"
- Exhibit B "Compensation and Schedule"
- Exhibit C "Opinion of Probable Project Cost (OPPC)"

Reaffirmation of Master Contract: This Task Order is an addendum to the Master Contract, and all contract provisions shall apply unless specifically exempted. The price and time designated in this Task Order are the maximums agreed to by City and Engineer. This Task Order and any attached Exhibits and

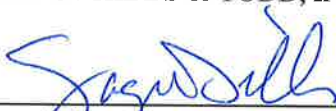
contract documents referred to herein are the entire agreement between Owner and Engineer with respect to this Task Order.

Notwithstanding anything to the contrary herein, the cost of the Scope of Services indicated in this Task Order is the entire amount of the charge, and Engineer reserves no right to increase the contract time or the cost for this Scope of Services for extended overhead, general conditions, or any other reason whatsoever.

At time of execution of this Task Order, Engineer shall execute and provide to City/Owner the verified certification in a form provided by City in compliance with Chapter 2270 of the Texas Government Code and Subchapter "F" of Chapter 2252 of the Texas Government Code.

ENPROTEC / HIBBS & TODD, INC.

BY:


Sage Diller, P.E., Vice President

CITY OF SAN ANGELO

Daniel Valenzuela, City Manager

ATTEST:

Heather Stastny, City Clerk

APPROVED AS TO PURCHASING

Jeffrey Tomlinson, Purchasing Manager

APPROVED FOR RISK

Kimberly Holle, Risk Manager

APPROVED AS TO CONTENT

Carlton White, Director of Parks and Recreation

APPROVED AS TO FORM

Brandon Dyson, Interim City Attorney

EXHIBIT "A"
SCOPE OF SERVICES
RIVER STAGE FACILITY IMPROVEMENTS PHASE 1B

Provider shall provide Basic and Additional Services associated with TASK ORDER NO.2 between the CITY and PROVIDER for Professional Services for the City of San Angelo River Stage Facility Improvements Phase 1B Project as described in this EXHIBIT A referring to and in part of TASK ORDER NO.2. General scope of the project to includes:

- Provider shall perform basic engineering and architectural services associated with prime engineering contractor roles including coordination of Civil, Architectural, Structural, and MEP Engineering design documents for the construction of the proposed River Stage Facility Improvements Project Phase Two.
- City shall reimburse Provider when Provider chooses to contract with additional design professionals necessary for the project. City shall reimburse Provider upon receipt of receiving invoice for additional design professionals' services including but not limited to Architectural, Structural, and MEP Engineering.
- Provider will follow the general engineering design process through submittals of Preliminary Design, Design Development, Construction Documents, Plans and Specifications, Final Submission, and Construction Phase Services.
- Provider shall include the following documents in submittals provided to CITY:

River Stage Facility Improvements

1. Women's Restroom Building Addition (Entry Level)
2. Concession and Restroom Building Addition (Stage Level)
3. ADA/TAS Sidewalk Improvements as necessary for final layout
4. Miscellaneous Paving, Grading, and Drainage Improvements

Wastewater System Improvements

1. New Lift Station Improvements – CITY shall Provide Design Capacity and other necessary utility information upon request from PROVIDER.
2. Wastewater Collection System Improvements – Approximately 450 LF of Collection Line Upsizing

I. Basic Services

A. Preliminary Design Phase

1. Once authorized by the City, the Provider shall:
 - a. Conduct a Predevelopment Design Meeting within seven (7) days of written notice to proceed. The meeting shall include key members of PROVIDER Project Team and the City Departments involved in the project including engineering, planning and development, and utility departments. The meeting shall focus on the scope of work, design submittal requirements, and deliverables expected by the city.
 - b. Develop Preliminary Design Phase exhibit drawings with the design team.
 - c. Conduct weekly design team and coordination meetings as necessary.
 - d. Furnish the Preliminary Design Phase exhibit drawings and review with City.
 - e. Provider's Services under the Preliminary Design Phase will be considered complete when the Preliminary Design Phase documents have been delivered to the City.

B. Design Development Phase

1. Once Preliminary Design Documents are reviewed and approved by the city, the Provider shall:
 - a. Coordinate between the disciplines to develop design drawings necessary for the Design Development Documents.
 - b. Prepare Design Development Phase Drawings in a 50% submittal package furnished to the disciplines for review and comment. Coordination between the disciplines shall be required to address comments.
 - c. Prepare Design Development Phase Drawings in a 100% submittal package furnished to the City for review.
 - d. Providers services under the Design Development Phase will be considered complete when the Design Development Phase Documents have been delivered to the City.

C. Construction Document Phase

1. Once Design Development Documents are reviewed and approved by the City, the Provider shall:
 - a. Prepare Construction Document Phase Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor. Specifications will be prepared, where appropriate, in general conformance with standard City of San Angelo specification format where applicable. Construction Document Phase Drawings shall be prepared in a 50% CD submittal package furnished to the disciplines for review and comment and a 90% CD submittal package furnished to the disciplines for review and comment. Coordination between the disciplines shall be required to address comments.
 - b. Prepare Construction Document Phase Drawings in a 100% CD submittal Package furnished to the city for review.
 - c. Submit 2 full size copies and 1 pdf of the Construction Document Phase Drawings and specifications to City for record only.
 - d. Provide projects AutoCAD drawing files to the City for use in development of as-built drawings.
 - e. Providers services under the Construction Document Phase will be considered complete when the Construction Documents have been delivered to the City.

D. Final Submission Phase

- a. After acceptance by City of the Construction Documents as determined in the Construction Document Phase, Provider shall prepare final Plans, Specifications, and Construction Documents to be advertised for bid. Bidding services and requirements shall be provided by CITY.
- b. Prepare Final Plans, Specifications, and Construction Documents in a submittal package furnished to the City.
 - Assist City in advertising for and obtaining proposals for the Work for the prime construction contract and, if applicable, attend a pre-Bid conference.
 - Issue Addenda as appropriate to clarify, correct, or change the Drawings and

Specifications included in Bidding Documents.

- Consult with City as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by Contractor for those portions of the Work as to which such acceptability is required by the Bidding Documents.
 - Assist City in evaluating bids or proposals.
 - CITY shall deliver to PROVIDER an electronic copy of all of the bid proposals and/or quotes or other cost verification documents of all entities with interest in the construction of the project within 30 days of receiving and will review the qualifications of the City's selected or preferred bidder. After review and discussion of bidder qualifications between City and Provider, Provider will develop an Engineer's letter of recommendation of award.
- c. The Final Submission Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective Contractors.

E. Construction Phase

- a. *General Administration of Construction Contract* – The City shall provide General Administration of the Construction Contract. Provider will assist as defined below and otherwise requested by City.
- b. With written notice to proceed, Provider shall provide the following services for the prime contract:
- c. *Pre-Construction Conference*. Attend and participate in a Pre-Construction Conference hosted by the City prior to commencement of Work at the Site.
- d. *Visits to Site and Observation of Construction*. In connection with observations of Contractor's work in progress while it is in progress:
- a. Perform site visits at critical stages of Work (start-up, final completion) and upon request by the City within a reasonable timeframe.
 - b. Make periodic visits to the Site at intervals appropriate to the various stages of construction, as Provider deems necessary, in order to observe as an experienced and qualified design professional the progress and quality of the Work. Such visits and observations by Provider, and the Project Inspector, if any, are not intended to be exhaustive or to extend to every aspect of Contractor's work in progress or to involve detailed inspections of Contractor's work in progress beyond the responsibilities specifically assigned to Provider in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Provider's exercise of professional judgment as assisted by the Project Inspector, if any. Based on information obtained during such visits and such observations, Provider will determine in general if Contractor's work is proceeding in accordance with the Contract Documents, and Provider shall keep City informed of the progress of the Work.
 - c. The purpose of Provider's visits to, and representation by the Project Inspector, if any, at the Site, will be to enable Provider to better carry out the duties and responsibilities assigned to and undertaken by Provider during the Construction Phase, and, in addition, by the exercise of Provider's efforts as an experienced and qualified design professional, to provide for City a greater degree of confidence that the completed Work will conform in general to the Contract Documents and that the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents has been implemented and preserved by Contractor.

Provider shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's work, nor shall Provider have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor, for safety precautions and programs incident to Contractor's work, or for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, Provider neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

- d. The City shall perform project inspection and construction oversight. Copies of inspection reports shall be provided by City as requested by Provider.
- e. *Defective Work.* Recommended to City that Contractor's work be disapproved and rejected while it is in progress if, on the basis of such observations, Provider believes that such work will not produce a completed Project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.
- f. *Clarifications and Interpretations; Field Orders.* Issue necessary clarifications and interpretations of the Contract Documents to allow the orderly completion of the Contractor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Provider may issue Field Orders through the City's representative, authorizing minor variations from the requirements of the Contract Documents.
- g. *Change Orders and Work Change Directives.* Recommend Change Orders and Work Change Directives to the City, as appropriate, and support the City in the preparation of Change Orders and Work Change Directives as required.
- h. *Shop Drawings and Samples.* Review and take appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Such reviews or other action will not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto. Provider has an obligation to meet any Contractor's submittal schedule that has earlier been acceptable to Provider.
- i. *Substitutes and "or-equal."* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to a reasonable number of substitution requests.
- j. *Inspections and Tests.* Require such special inspections or tests of Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. Provider's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. Provider shall be entitled to rely on the results of such tests.
- k. *Disagreements between City and Contractor.* Render formal written decisions on all claims of City and Contractor relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of Contractor's work. In rendering such decisions, Provider shall be fair and not show partiality to City or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.

- I. *Contractor's Completion Documents.*
 - a. Receive and review maintenance and operating instructions, schedules, and guarantees.
 - b. Receive certificates of inspection, tests and approvals, Shop Drawings, samples and other data approved as specified, and the annotated record documents which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment. The extent of such Provider's review will be limited as stated.
 - c. Provider shall transmit these documents to City.
13. *Substantial Completion.* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with City and Contractor, conduct an inspection to determine if the Work is Substantially Complete.
14. *Final Notice of Acceptability of the Work.* Conduct a final inspection to determine if the completed Work of Contractor is acceptable so that Provider may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Provider shall also provide a "Notice of Acceptability of Work" that the Work is acceptable to the best of Provider's knowledge, information, and belief and based on the extent of the services provided by Provider under this Agreement.
- C. *Duration of Construction Phase.* The Construction Phase will commence with the execution of the Construction Contract or Agreement and will terminate upon written recommendation by Provider for final payment to Contractor.
- D. *Limitation of Responsibilities.* Provider shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing any of the Work. Provider shall not be responsible for failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents.
- II. *Additional Services- Not having a Determined Scope and Requiring City's Authorization in Advance*
 - A. If authorized in writing by City, Provider shall furnish or obtain from others Additional Services of the types listed below. These services will be paid for by City.
 1. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Provider or its design requirements including, but not limited to, changes in size, complexity, City's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date of this Agreement or are due to any other causes beyond Provider's control.
 2. Furnishing services of Provider's Consultants for other than Basic Services or authorized Additional Services.
 3. Services attributable to multiple prime construction contracts, in excess of the one (1) contemplated under this Agreement.
 4. Services during out-of-town travel required of Provider.

5. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructability review requested by City; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other Bidding Documents as a result of such review processes.
6. Assistance in connection with Bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services.
7. Providing assistance in resolving any Hazardous Environmental Condition in compliance with current Laws and Regulations.
8. Preparing to serve or serving as a consultant or witness for City in any litigation, arbitration or other dispute resolution process related to the Project.
9. Other services performed or furnished by Provider upon request by City or as required for project completion that are not otherwise provided for in this Agreement.

EXHIBIT "B"
COMPENSATION AND SCHEDULE
RIVER STAGE FACILITY IMPROVEMENTS PHASE 1B

This EXHIBIT B is referred to in and part of TASK ORDER NO. 2 between CITY and PROVIDER for Professional Services for the City of San Angelo River Stage Facility Improvements Phase 1B Project. General project compensation and schedule of services of project include:

I. For Basic Services Having a Determined Scope – Lump Sum Method of Payment

A. CITY shall pay PROVIDER for Basic Services set forth in Exhibit A, as follows:

1. Lump Sum Amount of \$490,000.00 for Basic Services based on the following assumed distribution of compensation:

TASK I.A	Preliminary Design Phase	\$50,000.00
TASK I.B	Design Development Phase.....	\$25,000.00
TASK I.C	Construction Document Phase.....	\$150,000.00
TASK I.D	Final Submission Phase	\$15,000.00
TASK I.E	Construction Phase	\$50,000.00
TASK II.A	Preliminary Design – Wastewater System Improvements	\$50,000.00
TASK II.B	Construction Document Phase – Wastewater System Improvements	\$100,000.00
TASK II.C	Construction Phase – Wastewater System Improvements	\$50,000.00

2. PROVIDER may alter the distribution of compensation between individual tasks noted for basic services herein to be consistent with the services actually rendered but shall not exceed the total Lump Sum amounts unless approved in writing by the CITY.
3. The portion of the Lump Sum amount billed for PROVIDER's services will be based upon PROVIDER's estimate of the proportion of the total services actually completed during the standard billing period to the Lump Sum.
4. The CITY shall reimburse PROVIDER for services completed by PROVIDER's Consultants upon receipt of receiving an invoice during the standard billing period in addition to TASK's I.A through I.E listed above.

II. Schedule of Services - Deliverables

- A. Estimated time of completion for Design Phase Services of the project from written Notice to Proceed (NTP) are as follows:

TASK I.A	Preliminary Design Phase	60 days
TASK I.B	Design Development Phase	60 days
TASK I.C	Construction Document Phase	90 days
TASK I.D	Final Submission Phase	60 days
TASK I.E	Construction Phase	TBD
TASK II.A	Preliminary Design – Wastewater System Improvements	120 days
TASK II.B	Construction Document Phase – Wastewater System Improvements	150 days
TASK II.C	Construction Phase – Wastewater System Improvements	TBD

III. For Services Not Having a Determined Scope – Time and Expense Method of Payment

- A. CITY shall pay PROVIDER for services not having a defined scope on a time and expense basis according to the following Schedule of Charges. Services not determined herein will not be performed unless authorized in writing by CITY.
- B. Schedule of Charges (See attached):

Enprotec / Hibbs & Todd, Inc.
CURRENT HOURLY CHARGES FOR PROFESSIONAL SERVICES

Charges include all salaries, salary expenses, overhead, and profit.

Principal.....	\$ 275.00 per hour
Senior Project Manager	\$230.00 per hour
Project Manager	\$200.00 per hour
Senior Engineer / Geologist.....	\$185.00 per hour
Project Engineer / Geologist.....	\$165.00 per hour
Staff Engineer I / Geologist I.....	\$145.00 per hour
Staff Engineer II / Geologist II.....	\$125.00 per hour
RPLS I	\$185.00 per hour
RPLS II	\$125.00 per hour
Operations Specialist / Regulatory Compliance Specialist	\$180.00 per hour
Contract Operator (Certified Class A/B Operator)	\$125.00 per hour
Contract Operator (Certified Class C/D Water Operator)	\$100.00 per hour
Engineering / Field Technician I	\$170.00 per hour
Engineering / Field Technician II	\$140.00 per hour
Engineering / Field Technician III.....	\$110.00 per hour
Survey Tech I	\$110.00 per hour
Survey Tech II	\$80.00 per hour
CAD I	\$165.00 per hour
CAD II	\$125.00 per hour
CAD III.....	\$80.00 per hour
Administrative	\$90.00 per hour
Survey Party	\$285.00 per hour - 3 man
.....	\$250.00 per hour - 2 man
.....	\$220.00 per hour - 1 man

Expense Items

Consultants, Contractors & Supplies	Cost plus 10%
Travel (out of town only)	Current IRS rate per mile
Lodging and meals (out of town trips)	Actual cost

City of San Angelo
River Stage Facility Improvements Phase 1B
Opinion of Probable Project Cost

Phase 1B River Stage Improvements						
1	1	LS	Mobilization, Bonding & Insurance (not to exceed 5% of total Bid)	\$	95,750.00	\$ 95,750.00
2	1	LS	Womens Restroom Building Addition	\$	287,500.00	\$ 285,000.00
3	1	LS	Concession and Restroom Building Addition	\$	1,150,000.00	\$ 1,150,000.00
4	1	LS	Sidewalk and Concrete Pavement Improvements	\$	330,000.00	\$ 330,000.00
5	1	LS	Relocate Fencing (west side)	\$	60,000.00	\$ 60,000.00
6	1	LS	Grading and Drainage Improvements	\$	60,000.00	\$ 60,000.00
7	1	LS	Miscellaneous Improvements	\$	30,000.00	\$ 30,000.00
SUBTOTAL CONSTRUCTION COST ESTIMATE						\$ 2,100,000.00
10% CONTINGENCY						\$ 210,000.00
TOTAL PROBABLE CONSTRUCTION COST ESTIMATE						\$ 2,310,000.00

PROFESSIONAL SERVICES - Phase 1B River Stage Improvements						
	1	LS	Design, Bidding, Construction Phase Services		12.75%	\$ 290,000.00
SUBTOTAL OF PROFESSIONAL SERVICES						\$ 290,000.00
TOTAL PROBABLE PROJECT COST						\$ 2,600,000.00

Wastewater System Improvements						
1	1	LS	Mobilization, Bonding & Insurance (not to exceed 5% of total Bid)	\$	63,968.75	\$ 63,968.75
2	1	LS	New Lift Station Improvements	\$	1,150,000.00	\$ 1,150,000.00
3	450	LF	Approximately 450 Linear Feet Collection Line Upgrades	\$	287.50	\$ 129,375.00
SUBTOTAL CONSTRUCTION COST ESTIMATE						\$ 1,350,000.00
10% CONTINGENCY						\$ 135,000.00
TOTAL PROBABLE CONSTRUCTION COST ESTIMATE						\$ 1,485,000.00

PROFESSIONAL SERVICES - Wastewater System Improvements						
	1	LS	Design, Bidding, Construction Phase Services		13.50%	\$ 200,000.00
SUBTOTAL OF PROFESSIONAL SERVICES						\$ 200,000.00
TOTAL PROBABLE PROJECT COST						\$ 1,685,000.00

DISCLAIMER: This OPCC is released under the authority of Timothy S. Diller, Texas PE License Number 96645, on February 24, 2025, and represents the design professional's best judgment. Enprotec / Hibbs & Todd, Inc. has no control over the cost of labor, materials, or equipment; over the Contractor's methods of determining bid prices; or over competitive bidding or market and industry conditions. Accordingly, Enprotec / Hibbs & Todd, Inc. cannot and does not guarantee that bids will not vary from this cost estimate.

DOCUMENT FOR INTERIM REVIEW. NOT INTENDED FOR CONSTRUCTION, BIDDING, OR PERMITTING PURPOSES

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Charles Michalewicz, Engineer, Public Works

Meeting Date: March 18, 2025

Item type: Consent Item

Caption:

Consider Change Order #1 to ES-01-25 Glenna St./Edmund Blvd./W. 29th St. Roadway Improvements Project with Reece Albert in the amount of \$61,045 and authorizing the City Manager to negotiate and execute all related documents (Patrick Frerich)

Staff Recommendation:

Approve

Summary/History:

Change Order #1 will allow the removal and replacement of concrete paving at the intersection of 29th Street and MLK Blvd. To tie in water lines on MLK Blvd. and Grape Creek Road, respectively, to the new water main installed on 29th Street, removal of the existing concrete is necessary. The Change Order covers the cost and placement of the concrete, as well as additional traffic control necessary to provide safety during the work.

Funding Source(s):

Financial Impact:

Funds are available in project contingencies.

Original Contract Amount: \$10,024,436.93 (includes contingency)

Change Order #1: \$61,045.00

Original Contingency Amount: \$525,000.00

Change in Contingency for CO #1: (\$61,045.00)

New Contingency Amount: \$463,955.00

New Contract Amount: \$10,024,426.93

Other Information/Recommendation:

Staff recommends approving Change Order #1 to ES-01-25 to Reece Albert, Inc.

Attachments:

- | | | |
|----|--|--|
| 1. | Change Order No. 1 Glenna Street Roadway Project | Change Order No. 1 Glenna Street Roadway Project.xls |
|----|--|--|

Presentation:

Patrick Frerich

Approvals/Reviews:

Charles Michalewicz

Pete Madrid Jr.

Patrick Frerich

Shane Kelton

Brandon Dyson

Jeffrey Tomlinson

Tina Dierschke

Brandon Dyson

Heather Stastny

Created/Initiated

Approved

Approved

Approved

Approved

Approved

Approved

Approved

Final Approval



City of San Angelo
RFB: ES-01-25; Change Order Form
Glenna St./Edmund Blvd./W 29th St Roadway Improvements Project

CHANGE ORDER NO. 1

CONTRACTOR: Reece Albert, Inc.

Item No.	Item Description	Bid Quantity	Unit	Bid Unit Price	Proposed Unit Price (Add. Qty.)	Bid Total Price	Add Quantities	Deduct Quantities	Revised Quantities	Adjusted Total Price	Net Change (+/-)
C.O.1-001	Additional Barricades and Lane Closures	-	LS	\$ -	\$ 7,015.00	\$ -	1.00		1	\$ 7,015.00	\$ 7,015.00
C.O.1-002	Demo Concrete Paving for Repair	-	SY	\$ -	\$ 162.77	\$ -	120.00		120	\$ 19,532.40	\$ 19,532.40
C.O.1-003	8" Concrete Pavement Repair (Class K)	-	SY	\$ -	\$ 287.48	\$ -	120.00		120	\$ 34,497.60	\$ 34,497.60
		-		\$ -		\$ -			0	\$ -	\$ -
		-		\$ -		\$ -			0	\$ -	\$ -
		-		\$ -		\$ -			0	\$ -	\$ -
		-		\$ -		\$ -			0	\$ -	\$ -

Contract Adjustment

Original Contract Completion Date:	12/5/2026	Original Contract Amount:	\$ 10,024,426.93
Original Contract Construction Days:	670	Previous Change Orders:	\$ -
Prior Days Added:	0	Contingency Balance:	\$ 525,000.00
Days Added this Change Order:	0	Change Order No. 1:	
Revised Contract Construction Days:	670	Change Order No. 2:	
Revised Contract Completion Date:	12/5/2026	Change Order No. 3:	
		Change Order No. 4:	
		Change Order No. 5:	
		Change Order No. 6:	
		Current Change Order Amount:	\$ 61,045.00
		Contingency used this Change Order:	\$ 61,045.00
		Contingency Balance after Change Order	\$ 463,955.00
		Revised Contract Amount:	\$ 10,024,426.93

Comments

intersection to be able to connect a new 12" water line with the existing water lines at the north and south of the intersection, and due to a design oversight on the roadway project, a concrete repair at the intersection was not accounted for. This change order consists of repairing approximately 120 SY of 8" reinforced concrete panels. Pricing includes closing half of the intersection and one block of 29th Street from MLK Drive to Farr St. with type III barricades and barrels, saw cutting the perimeter of the concrete repair full depth and removing the concrete paving and backfill material, tamping the subgrade, drilling and installing dowels at 2 ft. spacing in the existing concrete paving, installing #4 rebar at 12" O.C.E.W., pouring and finishing the 8" concrete paving with class K - Fast track, and sealing the expansion joints. The work is proposed to be completed all together in one phase.

General Note: The addition of this change order compensates the Contractor for all labor, material, and equipment necessary to perform all work described within the supplemental documents and herein.

Item type: Consent Item

Quote #9382REV1.pdf

Presentation:

Patrick Frerich

Approvals/Reviews:

Dustin Hohensee

Pete Madrid Jr.

Patrick Frerich

Shane Kelton

Brandon Dyson

Jeffrey Tomlinson

Tina Dierschke

Brandon Dyson

Heather Stastny

Created/Initiated

Approved

Approved

Approved

Approved

Approved

Approved

Approved

Final Approval



PO Box 1594
Waterloo, IA 50704
403 Chestnut St.
Waterloo, IA 50703
800.776.5999
Fax: 319.236.1554
Email: sales@omjcsignal.com
omjcsignal.com

Quotation

Quote Number
9382REV1

Quote Date
February 24, 2025

Page:
1

Quoted to:

ATTN: DUSTY HOHENSEE
COSATXROADS
1729 A St. Ann St.
San Angelo, TX 76905
USA

PH: 325-277-3062
FAX:

SHIP TO:

COSATXROADS
1729 A St. Ann St.
San Angelo, TX 76905
USA

Customer ID	Good Thru	Payment Terms	Sales Rep Name
COSATXROADS	3/26/25	Net 30 Days	Kane Shimp

Quantity	Item	Description	Unit Price	Extension
1.00	HDPTS-XL-M	Per Texas Buyboard Description: ONE MASTER POP-UP HEAVY DUTY 25' TRAILER W/ WIRELESS TRAFFIC CONTROL AND SOLAR POWER	51,110.00	51,110.00
1.00	MISC	REQUIRES 5 SECTION DOGHOUSE FOR END SIGNAL* REQUIRES REV D RADIO BOARD FOR COMPATIBILITY WITH OLDER UNITS* FREIGHT AS AN ESTIMATE* CONTRACT NUMBER: 703-23	1,100.00	1,100.00

Freight & handling are in addition to the prices quoted above unless otherwise specified. All parts, materials and components are new unless otherwise specified. OMJC has been in business since July of 1985 to serve you.

Subtotal	52,210.00
Sales Tax	
Freight	3,200.00
Total	55,410.00

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Carolyn Allison, Street & Bridge Administrative Assistant, Street and Bridge

Meeting Date: March 18, 2025

Item type: Consent Item

Caption:

Consider awarding contracts for construction materials to CSA Materials, Zack Burkett Company, and Dorado Construction Company as respectively submitted in response to SB-02-25 Street Construction Materials in the amount of \$800,000, budgeted annually, and authorizing the City Manager to negotiate and execute all related documents (Patrick Frerich)

Staff Recommendation:

Approve

Summary/History:

The City of San Angelo published a Request for Bids for street construction materials for the purchase and use of various City departments. Three responses were received. Council approval will award a contract to each of the three respondents for their respective submitted pricing on each line item material as submitted.

These materials are purchased on an as-needed basis by Street and Bridge, Water Department, Parks, Lake Operations, and other City Departments to construct, maintain, and repair their respective facilities (roads, parks, trenches, etc.). The term for this award will be for an initial 3-year term with two one-year automatic extensions available. The contracts will include an optional escalation clause at each renewal that can be requested by the vendor, and may be accepted or rejected by the City. Each party has the option to terminate the contract with notice to the other party.

Funding Source(s):

Financial Impact:

Funds for these purchases are budgeted each fiscal year.

Other Information/Recommendation:

Staff recommends awarding contracts to each of the three respondents based on their respective submissions to RFB SB-02-25

Attachments:

Presentation:

Patrick Frerich

Approvals/Reviews:

Carolyn Allison

Pete Madrid Jr.

Patrick Frerich

Shane Kelton

Brandon Dyson

Jeffrey Tomlinson

Tina Dierschke

Brandon Dyson

Heather Stastny

Created/Initiated

Approved

Approved

Approved

Approved

Approved

Approved

Approved

Final Approval

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Patrick Frerich, Director of Operations, Operations

Meeting Date: March 18, 2025

Item type: Consent Item

Caption:

Consider awarding RFB SB-01-25 LRA DS Material to Vulcan Construction Materials, LLC in the amount of \$75,000, budgeted annually, and authorizing the City Manager to negotiate and execute all related documents (Patrick Frerich)

Staff Recommendation:

Accept

Summary/History:

The City of San Angelo published a Request for Bids for Limestone Rock Aggregate (LRA) DS Material. Three responses were received. LRA DS is an asphalt-coated rock that is used to make cold-laid patching material used for repairing asphalt pavement. This material is purchased on an as-needed basis for repairs to city streets and roads.

With this award, a contract will be executed with an initial term of three years with two optional one-year extensions. The contract will include an optional escalation clause that can be requested by the vendor and may be accepted or rejected by the City. The contract will have an option for either party to terminate with proper notice to the other party.

Funding Source(s):

Financial Impact:

Funds for this purchase are budgeted annually.

Other Information/Recommendation:

Staff recommends awarding SB-01-25 to Vulcan Construction Materials, LLC.

Attachments:

- | | | |
|----|----------------------|--------------------------|
| 1. | SB-01-25 - Bid Table | SB-01-25 - Bid Table.pdf |
|----|----------------------|--------------------------|

Presentation:

Patrick Frerich

Approvals/Reviews:

Patrick Frerich	Created/Initiated
Pete Madrid Jr.	Approved
Patrick Frerich	Approved
Shane Kelton	Approved
Brandon Dyson	Approved
Jeffrey Tomlinson	Approved
Tina Dierschke	Approved
Brandon Dyson	Approved
Heather Stastny	Final Approval

Bid Tabulation

SB-01-25 LRA DS Material

Blades Group LLC				
Item Number	Item	Quantity Required (Tons)	Price per Ton	Total Price
#0-1	LRA DS Material	600	203.5	\$122,100.00

Southern Sourcing Solutions LLC				
Item Number	Item	Quantity Required (Tons)	Price per Ton	Total Price
#0-1	LRA DS Material	600	190	\$114,000.00

Vulcan Construction Materials LLC				
Item Number	Item	Quantity Required (Tons)	Price per Ton	Total Price
#0-1	LRA DS Material	600	122.2	\$73,320.00

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Dustin Hohensee, Traffic Operations Superintendent, Traffic Operations

Meeting Date: March 18, 2025

Item type: Consent Item

Caption:

Consider authorizing an emergency contract to repair a traffic signal at Beauregard Ave. and Abe St. to Willis Electric Co. LP in the amount of \$185,625 due to unforeseen damage pursuant to Sec. 252.022 of the Texas Local Government Code, and authorizing the City Manager to negotiate and execute all related documents (Patrick Frerich)

Staff Recommendation:

Approve

Summary/History:

Emergency contract to repair traffic signal damaged in a vehicle accident on February 19, 2025 at the intersection of Beauregard and Abe St. The emergency contract will allow repairs to the signalized intersection to be expedited and quickly provide safe control of traffic flow through the intersection.

Funding Source(s):

Fund:	Account:	Project Number:	Amount Budgeted:
101	101-3102-800-0730		\$185,625.00

Financial Impact:

Funding for this contract and repairs are available through the City's Risk Fund. COSA Risk Department will seek reimbursement from insurance if the at-fault driver is insured.

Other Information/Recommendation:

Staff recommends authorizing the emergency contract to Willis Electric, Co. LP for signalized intersection repairs.

Attachments:

1.	Willis Quote	Willis Quote.pdf
----	--------------	------------------

Presentation:

Patrick Frerich

Approvals/Reviews:

Dustin Hohensee	Created/Initiated
Pete Madrid Jr.	Approved
Patrick Frerich	Approved
Shane Kelton	Approved
Kimberly Holle	Approved
Jonathan Flores	Approved
Brandon Dyson	Approved
Jeffrey Tomlinson	Approved
Tina Dierschke	Approved
Brandon Dyson	Approved
Heather Stastny	Final Approval

SAN ANGELO - ABE & BEAUREGARD SIGNAL REPAIRS



Willis Electric Co. LP

4242 Sayles Blvd
Abilene, TX 79605

Contact: Weston Willis

Phone: (325)-698-3444

Email WESTON@WILLISLP.COM or TOMMY@WILLISLP.COM

CITY SAN ANGELO
PROJECT # 02-26-2025
BID DATE 02/27/2025

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0416 7034	DRILL SHAFT (TRF SIG POLE) (48 IN)	22.00	LF	825.00	18,150.00
0416 7001	CONCRETE TESTING	1.00	EA	550.00	550.00
0416 7000	REMOVE CONCRETE FOUNDATION	5.00	LF	300.00	1,500.00
0500 7001	MOBILIZATION	1.00	LS	17,500.00	17,500.00
0502 7001	BARRICADES, SIGNS AND TRAFFIC HANDLING	1.00	LS	2,500.00	2,500.00
0531 7001	CONC SIDEWALKS (4")	5.00	SY	625.00	3,125.00
0618 7050	CONDT (PVC) (SCH 40) (2")	10.00	LF	45.00	450.00
0618 7060	CONDT (PVC) (SCH 40) (3")	40.00	LF	50.00	2,000.00
0618 7090	CONDUIT (PREPARE)	175.00	LF	4.00	700.00
0620 7007	ELEC CONDR (NO.8) BARE	200.00	LF	2.25	450.00
0620 7008	ELEC CONDR (NO.8) INSULATED	250.00	LF	2.50	625.00
0624 7012	GROUND BOX TY C (162911)W/APRON	2.00	EA	2,000.00	4,000.00
0686 7000	REMOVE SIGNAL POLE	1.00	EA	1,000.00	1,000.00
0628 7000	ELC SRV TY T 120/240 060(NS)SS(E)SP(O)	1.00	EA	8,000.00	8,000.00
0680 7003	INSTALL HWY TRF SIG (SYSTEM)	1.00	EA	40,000.00	40,000.00
0682 7001	VEH SIG SEC (12")LED(GRN)	6.00	EA	375.00	2,250.00
0682 7003	VEH SIG SEC (12")LED(YEL)	6.00	EA	375.00	2,250.00
0682 7005	VEH SIG SEC (12")LED(RED)	6.00	EA	375.00	2,250.00
0684 7050	TRF SIG CBL (TY A)(14 AWG)(4 CONDR)	300.00	LF	2.75	825.00
0684 7052	TRF SIG CBL (TY A)(14 AWG)(10 CONDR)	250.00	LF	10.00	2,500.00
0686 7999	INS TRF SIG PL AM(S) 2 ARM (60' X 40')	1.00	EA	62,500.00	62,500.00
6007 7001	BBU SYSTEM (EXTERNAL BATTERY CABINET)(ALPHA)	1.00	EA	12,500.00	12,500.00

GRAND TOTAL

\$185,625.00

NOTES:

WE WILL REQUIRE NOTICE OF INTENT TO USE WILLIS ELECTRIC WITHIN 14 DAYS OF BID SO WE CAN TIE DOWN MATERIAL PRICES CONTINGENT UPON AWARD

Willis Electric Co., LP will NOT hold general contractor HARMLESS FROM ITS OWN ACTIONS, OR provide PRIMARY or NON-CONTRIBUTORY coverage.

Willis Electric Co., LP will provide insurance coverage naming contractor as ADDITIONAL INSURED for OUR ITEMS OF WORK ONLY.

Prices do NOT include any bond or AGC dues.

SURVEYING and/or ENGINEERING to be DONE BY OTHERS.

Prices do NOT include temp. relocate of signs or mailboxes, if any.

Willis Electric WILL NOT perform any NIGHT OPERATIONS

WE INCLUDE REQUIRED TRAFFIC CONTROL, TMAs, LANE CLOSURES NEEDED.

NO RETAINAGE ALLOWED TO BE HELD UNLESS HELD BY THE OWNER

*** INTENT IS TO INSTALL A NEW SERVICE ASSEMBLY, EMPTY CONTROLLER CABINET, ALPHA BATTERY BACK-UP, SIGNAL POLE AND SIGNAL HEADS AND RE-WIRE INTERSECTION. THE CITY WILL HANDLE INSTALL OF GRIDSMART CAMERA, CONTROLLER AND EQUIPMENT FOR INSIDE THE CABINET AND ANY SIGNAGE NEEDED. TO MAKE FOR A FASTER REPAIR, THE CITY WILL PROVIDE THE CABINET AND BATTERY BACK-UP FROM THEIR STOCK UNTIL OUR SUPPLIERS CAN DELIVER THE MATERIALS TO US AND WE WILL DELIVER THEM TO THE CITY UPON AVAILABILITY. ***

Signed: _____

A handwritten signature in black ink, appearing to be 'W. H. S.', is written over a horizontal line.

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Pete Madrid Jr., Operations, Water Utilities

Meeting Date: March 18, 2025

Item type: Consent Item

Caption:

Consider approving a reimbursement request from The Bank and Trust for a looped 8-inch waterline extension measuring 1,600-ft. in the amount of \$30,400 and finding a public purpose for such reimbursement (Shane Kelton)

Staff Recommendation:

Approve

Summary/History:

The Bank and Trust is developing a lot on the corner of Humble Road and US Hwy. 87 Frontage Road for a proposed new banking facility. As a requirement for developing this property, the Water Utility Department is requiring The Bank and Trust to install a looped main to ensure water stagnation does not occur in what would have been a 1500 ft. dead-end water main. A water main of this length and size with only a single user would require frequent flushing to ensure chlorine residuals met the minimum State and Federal requirements for potable water. By creating this looped system, the water will continually move through the distribution system to the areas of higher demand, ensuring chlorine residuals stay above the minimum standards.

Normally, these expenses would not be reimbursed by the City. However, due to the location of this property in relation to existing water mains, the additional pipe to construct a looped system is excessive and well beyond what an individual property owner would normally be required to provide. However, in this particular case, this looped main is necessary to ensure that the City does not have to flush tens of thousands of gallons of water annually to maintain safe drinking water for this property.

The Bank and Trust will be covering all other costs associated with the installation of this looped main. The City would only reimburse them for the cost of the pipe.

Funding Source(s):

Fund:	Account:	Project Number:	Amount Budgeted:
260	260-4404-800.07-30		\$30,400.00

Financial Impact:

Other Information/Recommendation:

City staff recommends approval of this item.

Attachments:

- | | | |
|----|---------------------------|-------------------------------|
| 1. | BMJ Reimbursement Request | BMJ Reimbursement Request.pdf |
|----|---------------------------|-------------------------------|

Presentation:

Shane Kelton

Approvals/Reviews:

Pete Madrid Jr.	Created/Initiated
Pete Madrid Jr.	Approved
Patrick Frerich	Approved
Shane Kelton	Approved
Brandon Dyson	Approved
Jeffrey Tomlinson	Approved
Tina Dierschke	Approved
Brandon Dyson	Approved
Heather Stastny	Final Approval



Brady M. Johnson
President

February 25, 2025

Mr. Shane Kelton
Public Works Director
City of San Angelo, Texas
72 W. College Ave.
San Angelo, Texas 76903

RE: Water Distribution along east side of Highway 87 from north of W. 33rd Street to north of Humble Road

Dear Mr. Kelton:

This letter is The Bank & Trust's written request to City of San Angelo for reimburse in the amount of \$30,400, being the cost for 1,600 feet of 8" C900 PVC pipe. As previously discussed, The Bank & Trust is requesting reimbursement for a portion of the Project cost (being \$229,330), even though the waterline is substantially larger than The Bank & Trust's requirements for its new facility. Therefore, the City of San Angelo will receive the benefit of the excess capacity at a fraction of the cost had it decided to extend the waterline.

Attached is the APSCO Supply invoice showing the cost for the pipe and Darnell Construction, LLC's proposal to install the waterline for your review. Please let me know if you need any further information from me.

Sincerely,

Brady M. Johnson
President

Cc: Dub Z. Johnson
Dub Z. Johnson Real Estate

BRACKETTVILLE • DEL RIO • SAN ANGELO • SONORA • KERRVILLE

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Mario Delao, Parks Manager, Parks and Recreation

Meeting Date: March 18, 2025

Item type: Consent Item

Caption:

Consider approving Buyboard contract #679-22 for the purchase and installation of a Mariner Hexagon shade structure at the Texas Bank Sports Complex to USA Shade in the amount of \$79,781.32 utilizing budgeted Texas Bank Sports Complex fund balance and authorizing the City Manager to negotiate and execute all related documents (Mario De La O)

Staff Recommendation:

Approve

Summary/History:

City Council approved utilizing Texas Bank Sports Complex fund balance dollars on March 3, 2020, to construct a shade structure near the playground facility at the Texas Bank Sports Complex. Although there is shade from a few trees near the area, Staff feels that this amenity would enhance the overall use of the site for those interested in picnicking and enjoying this area near the playground and the Concho River. Shade for parks ranked high in facility needs in the 2020 Parks and Recreation Master Plan. To conserve funds, Park's Staff would initially construct the foundation, and USA Shade would subsequently install the new shade structure.

Funding Source(s):

Fund:	Account:	Project Number:	Amount Budgeted:
203	203-6019-800-07.30		\$79,781.32

Financial Impact:

Award of this purchase will be in the amount of \$79,781.32. Texas Bank Sports Complex fund balance (budgeted funds) will be used for this purchase.

Other Information/Recommendation:

Attachments:

- | | | |
|----|--|--|
| 1. | Rio Concho Park Quote - Mariner Hexagon-3.6.25 | Rio Concho Park Quote - Mariner Hexagon-3.6.25.pdf |
|----|--|--|

Presentation:

Mario Delao

Approvals/Reviews:

Mario Delao

Carl White

Brandon Dyson

Jeffrey Tomlinson

Tina Dierschke

Brandon Dyson

Heather Stastny

Created/Initiated

Approved

Approved

Approved

Approved

Approved

Final Approval



Rio Concho Park – Buyboard #679-22

Shade Structure Proposal

Pricing Valid for 30 Days

				Effective From: 1/22/25	Effective To: 2/22/25
Project Information:				Sales Information:	
Purchaser:	City of San Angelo	Contact:	Roger Havlak	Sales Rep:	Halle Staib
Project Name:	Rio Concho Park	Phone:	325-650-9361	Phone:	(832) 405-0888
Quote No:	TX1024HS17289-R0	Email:	roger.havlak@cosatx.us	Email:	Halle.Staib@usa-shade.com
Billing Address Information:		Shipping Address Information:		Jobsite Information:	
Name:	City of San Angelo	Name:	Rio Concho Park	Name:	Rio Concho Park
Address:	52 W College Ave	Address:	1615 Rio Concho Dr	Address:	1615 Rio Concho Dr
City:	San Angelo	City:	San Angelo	City:	San Angelo
State:	TX	State:	TX	State:	TX
Zip Code:	76903	Zip Code:	76905	Zip Code:	76905
Contact:	Roger Havlak	Contact:	Roger Havlak	Contact:	Roger Havlak
Email:	roger.havlak@cosatx.us	Email:	roger.havlak@cosatx.us	Email:	roger.havlak@cosatx.us
Phone:	325-650-9361	Phone:	325-650-9361	Phone:	325-650-9361

CORPORATE ADDRESS:

*2580 Esters Blvd., Suite 100 DFW
Airport, TX 75261*

MAILING ADDRESS:

P.O. Box 3467 Coppel, TX 75019

REMITTANCE ADDRESS:

*P.O. Box 734158 Dallas, TX 75373-
4158*

SOUTHERN CALIFORNIA:

*1085 N. Main Street, Suite C
Orange, CA 92867*

NORTHERN CALIFORNIA:

*927 Enterprise Way, Suite A
Napa, CA 94558*

ARIZONA:

*2415 S. 18th Place
Phoenix, AZ 85024*

LAS VEGAS:

*3111 So. Valley View Blvd. Suite B-117
Las Vegas, NV 89102*

NOTE: This message is intended only for the use of the individual to whom it is addressed, and contains information that is privileged, confidential, and exempt from disclosure under applicable law. If you are not the intended recipient, or the employee or agent responsible for delivering this message to the intended recipient, you are hereby notified that any unauthorized disclosure, distribution, or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately by phone and return the original message to the applicable address above.

www.usa-shade.com 800-966-5005

AZ: 289388 CA: 989458 LA: 61718 NV: 78724 NV:78724 NM: 383826 TN: 68712 DIR: 1000003533



PRODUCTS						
DESCRIPTION		DETAILS				
Mariner Hexagon		Model Number	Dimensions	Entry Height		
QTY	IMAGE	609.1	45'	8'		
1		Fabric Type	Fabric Color	Electrical Provisions		
		Shadesure	Royal Blue & Rainforest Green	Excluded		
		Steel Finish	Steel Color	Cable/HDW Finish		
		Powder Coated	TBD	Galvanized		
		Footing Type	Mounting Type	Anchor Bolts		
		Drilled Pier	Recessed Base Plate	Included		
PRICING TOTALS:			PAYMENT TERMS			
Unit Total		See Total Below	Payment terms subject to credit evaluation and approval			
Shipping/Handling *Subject to market fluctuation		Included	ENGINEERING REQUIREMENTS			
SUBTOTAL		See Total Below	Building Code	Wind Loads	Snow Loads	
Sales Tax		Exempt	IBC 2021	98	5	
Engineering		Included	ENGINEERING NOTES			
Installation		Included without foundations				
TOTAL PRICE		\$79,781.32				
SCOPE OF WORK/NOTES						
Pricing includes materials, installation (<u>without foundations</u>), engineered drawings and freight, but does not include permitting. Any deviation to the cost of structures or freight +/- 5% will require a change order or deductive. Price excludes drill rig if hard rock conditions are encountered. If a drill rig is needed, a change order will be issued. If utility lines are encountered, they will be rerouted by the owner, at the owner's expense. Price assumes clear access, if crane is needed a change order will be issued. Price accounts for one mobilization. If additional mobilizations are needed a change order will be issued.						
INCLUSIONS / EXCLUSIONS						
INCLUDED / EXCLUDED	ENGINEERING REQUIREMENTS		INCLUDED / EXCLUDED		INSTALLATION - MISCELLANEOUS	
Included	Sealed Drawings & Calculations		Excluded		Prevailing Wage / Certified Payroll	
Excluded	Permit Submittal		Excluded		Union Wages	
Excluded	Permit Fee		Excluded		Fencing	
Excluded	DSA Submittal & Fees		Excluded		Water and Electrical	
Included	Design and Engineering of Structure		Excluded		Landscape Repair	
Included	Design and Engineering of Foundation		Excluded		Demolition (Existing Structures)	
Excluded	Reactions and Loads for attachment to Walls, Rooftops, or Other		Excluded		Payment and Performance Bonds	
Excluded	Foundation Location and Elevation Survey		Excluded		Special Inspection Fees	
			Excluded		Concrete Cutting	



		Excluded	Dirt Removal
			Surface Type
		Included	Installation
		Excluded	Foundation

Construction Assumptions

- 1) The designated area for our structures will be accessible by drive-up for unloading of our trucks and equipment, including personnel man-lifts, forklifts, etc. Should a crane be required and direct access not available, additional costs for such will be submitted by a Change Order.
- 2) Our pricing is based on the ability to perform all of our work with clear, sequential, and continuous access without interruption during normal daytime working hours. We have assumed one mobilization for the installation of foundations, steel and fabric; if additional mobilizations are required, there will be an additional charge. We will require exclusive access to the area for our work during the construction process.
- 3) Our pricing does not include daily site delays accessing the work areas. USA SHADE will submit a Change Order for any delays caused by other trades which interfere or cause us to stop working.
- 4) We will require site sanitary facilities and refuse containers by others within 200 feet of our work.
- 5) USA SHADE will leave its work and materials in a clean condition at the conclusion of our work.
- 6) Barricades and public security requirements are not included.
- 7) Unless specifically included in this proposal, this agreement does not include, and Company will not provide, services, labor, or materials for any of the following work: (a) removal and disposal of any materials containing asbestos or any hazardous materials as defined by the EPA; (b) moving Owner's property around the installation site; (c) repair or replacement of any Purchaser or Owner-supplied materials; or (d) repair of damage to existing surfaces that may occur when construction equipment and vehicles are being used in the normal course of construction.
- 8) Pricing for foundation design is based on drilled pier footings. In the event the geotechnical report requires an alternate configuration, any additional costs incurred will be submitted to the client by a Change Order.
- 9) Digging of our foundations will not be constrained by any existing concrete or utilities. USA SHADE will not be responsible for moving or repairing any underground utility lines such as electrical, telephone, gas, water, or sprinkler lines that may be encountered during installation.



- 10) Any additional costs incurred as a result of hard rock conditions requiring extra equipment, utility removal or repair, resulting in delay, will result in additional charges unless they are detailed on as-built site drawings provided to USA SHADE or marked on the ground and communicated to USA SHADE in writing prior to installation.

GENERAL TERMS & CONDITIONS AND WARRANTY

- 1) **Proposal:** The above proposal is valid for **30 days** from the date first set forth above. After 30 days, we reserve the right to increase prices due to the rise in cost of raw materials, fuel, or other cost increases. When applicable, USA SHADE & Fabric Structures reserves the right to implement a surcharge for significant increases in raw materials, including, but not limited to; fuel, steel, and concrete. Due to the duration of time between proposals, contracts, and final installation, USA SHADE & Fabric Structures reserves the right to implement this surcharge, when applicable.
- 2) **Purchase:** By executing this proposal, or submitting a purchase order pursuant to this proposal (which shall incorporate the terms of this agreement specifically by reference) which is accepted by USA SHADE & Fabric Structures (the "Company"), the purchaser identified above ("you" or the "Purchaser") agrees to purchase Shade Structures brand shade structures ("Structures") and the services to be provided by the Company, as detailed in the "Structure Pricing" and "General Scope of Work" sections of this agreement, above, or in the relevant purchase order accepted by the Company, for use by Purchaser or for installation by Company or Purchaser on behalf of a third-party who will be the ultimate owner of the Structures (the ultimate owner of a Structure, whether Purchaser or a third-party, being the "Owner").
- 3) **Short Ship Claims:** Purchaser has 30 days from receipt of the structures to file a short ship report in writing to its sales representative. Company will not honor claims made after this time.
- 4) **Short Ship Claims:** Purchaser has 30 days from receipt of the structures to file a short ship report in writing to its sales representative. Company will not honor claims made after this time.
- 5) **Bonding Guidelines:** If Purchaser will use or provide the Structures and Services for an Owner other than Purchaser (including, without limitation, as a subcontractor of Purchaser), Purchaser will include the following statement in Purchaser's contract with Owner:

"The manufacturer's warranty for the Shade Structures brand shade structures is a separate document between USA SHADE & Fabric Structures and the ultimate owner of the Shade Structures brand shade structures, which will be provided to the ultimate owner at the time of completion of the installation and other services to be provided by USA SHADE & Fabric Structures. Due to surety requirements, any performance and/or



payment bond will cover only the first year of the USA SHADE & Fabric Structures warranty.”

- 6) **Insurance Requirements:** Company is not required to provide any insurance coverage in excess of Company’s standard insurance. A copy of the Company’s standard insurance is available for your review prior to acceptance of the Company’s proposal.
- 7) **Payment:** Terms of payment are defined in the “Pricing Details” section and are specific to this contract. For purposes of this agreement, “Completion” is defined as being the point at which the Structure is suitable for its intended use, the issue of occupancy consent, or a final building department approval is issued, whichever occurs first. Progress billing and payment will be required. All payments must be made to Shade Structures, Inc., P.O. Box 734158, Dallas, TX 75373-4158. Company may use all remedies available to it under current laws including, but not limited to, filing of liens against the property and using a collection agency or the courts to secure the collection of the outstanding debt.
- 8) **Lien Releases:** Upon request by Owner, Company will issue appropriate partial lien releases as corresponding payments are received from Purchaser, but prior to receiving final payment from Purchaser or Owner. Company will provide a full release of liens upon receipt of final payment. In accordance with state laws, Company reserves the right to place a lien on the property if final payment has not been received 10 days prior to the filing deadline for liens.
- 9) **Site Plan Approval, Permit/s, Permit Fees, Plans, Engineering Drawings, and Surveying:** Site plan approval, permits, permit fees, plans, engineering drawings, and surveying are specifically excluded from this agreement and the Services unless specified under the “General Scope of Work”. The Company does not in any way warrant or represent that a permit or site plan approval for construction will be obtained. Sealed engineered drawings that are required but not included in the “General Scope of Work” will result in an additional cost to Purchaser.
- 10) **Manufacturing & Delivery:** Manufacturing lead-time from Company’s receipt of the “Notice To Proceed” is approximately 6 to 8 weeks for standard structures, and 8 to 12 weeks for custom structures. Delivery is approximately 1 week thereafter. Delivery of structures may be prior to or at start of assembly. Please note that these timelines do not include approval or permitting timeframes.
- 11) **Return Policy for USA Shade:** At USA Shade, we strive to provide high-quality shade structures that are built to order and tailored to meet the unique needs of our customers. Due to the nature of our business and the customization involved, we have implemented the following return policy:
 1. **No Cancellations or Changes:** Once an order has been released for production, we cannot accept any cancellations or changes to the order. It is crucial for customers to review their order details carefully before finalizing the purchase.
 2. **No Returns:** Due to the customized nature of our shade structures, we do not accept returns. Once the order has been delivered and installed, it is considered a final sale. We encourage customers to thoroughly assess their requirements and specifications before ordering.



3. **Product Quality Assurance:** We take pride in delivering high-quality shade structures that meet industry standards. Our products undergo rigorous quality control measures to ensure they meet or exceed customer expectations. In the unlikely event that there is a manufacturing defect or an issue with the product, please get in touch with our customer service department immediately for assistance.
4. **Warranty Coverage:** Our shade structures are backed by a warranty against manufacturing defects or material faults. If you encounter any issues the warranty covers, please take a look at our warranty policy for more instructions on how to proceed.
5. **Customer Support:** We are committed to providing excellent customer service throughout your purchasing journey. If you have any questions or concerns or need help with your order, our dedicated customer support team is here to help. Don't hesitate to contact us via phone, email, or our website's contact form, and we will gladly assist you.

It is essential for customers to understand and acknowledge these terms and conditions before placing an order with USA Shade. Customers agree to abide by this return policy by proceeding with a purchase.

- 12) **Concealed Conditions:** "Concealed conditions" include, without limitation, water, gas, sprinkler, electrical and sewage lines, post tension cables, and steel rebar. This agreement is based solely on observations the Company was able to make either by visual inspection or by drawings and/or plans submitted by Owner at the time this agreement was bid. If additional Concealed Conditions are discovered once work has commenced, which were not visible at the time this proposal was bid, Company will stop work and indicate these unforeseen Concealed Conditions to Purchaser or Owner so that Purchaser and Company can execute a Change Order for any additional work. In any event, any damage caused by or to unforeseen Concealed Conditions is the sole responsibility of the Purchaser and Company shall not be held liable for any such damage. Soil conditions are assumed to be soil that does not contain any water, hard rock (such as limestone, caliche, etc.), rocks larger than 4 inches in diameter, or any other condition that will require additional labor, equipment and/or materials not specified by the Purchaser or Owner in the bidding process. Any condition requiring additional labor, equipment, and/or materials to complete the drilling or concrete operations will require a Change Order before Company will complete the process. Price quotes are based on a drilled pier footing. Any variation will incur additional charges (i.e. spread footings, concrete mat, sand, water, landfill, etc.). Costs for footing and installation do not include any allowance for extending below frost lines (the additional costs for which vary by geographical region)
- 13) **Changes in the Work:** During the course of this project, Purchaser may order changes in the work (both additions and deletions). Additionally, an approving agency may require changes in the work from the original design or engineering quoted and provided by the Company (both additions and deletions.) The cost of these changes will be determined by the Company, and a Change Order form must be completed and signed by both the Purchaser and the Company, which will detail the "General Scope of the Change Order". Should any Change Order be essential to the completion of the project, and the Purchaser refuses to authorize such Change Order, then Company will be deemed to have performed its part of the project, and the project and services will be terminated. Upon such termination, Company will submit a final billing to Purchaser for payment, less a labor allowance for work not performed but including additional



charges incurred due to the stoppage. No credit will be allowed for materials sold and supplied, which will remain the property of the Purchaser.

14) **Indemnification:** To the fullest extent permitted by law, Purchaser shall indemnify, defend, and hold harmless the Company and its consultants, agents, and employees or any of them from and against claims, damages, losses and expenses, including, but not limited to, attorneys' fees related to the installation of the Structure or performance of the services, provided that such claim, damage, loss, or expense is attributable to bodily injury to, sickness, disease, or death of a person, or to injury to or destruction of tangible property, but only to the extent caused by the negligent acts or omissions of the Purchaser or its agents, employees, or subcontractors, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in Section 15.

15) **Statement of Limited Warranty:**

- The structural integrity of all supplied steel is warranted for ten years.
- If assembly is provided by the Company, workmanship of the structure is covered for one year, including labor for the removal of any failed part, disassembly (if necessary), cost of shipping, and reassembly.
- All steel surface finishes are warranted for one year.
- Shadesure™, Colourshade® FR, eXtreme 32™, Commercial 95™, SaFRshade™, and Monotec 370™ fabrics all carry a ten year limited manufacturer's warranty against failure from significant fading, deterioration, breakdown, outdoor heat, cold, or discoloration. Should the fabric need to be replaced under the warranty, the Company will manufacture and ship a new replacement fabric at no charge for the first six years, thereafter pro-rated at 20% per year over the remaining four years. The following are exceptions to the preceding warranty terms:
 - Shadesure™ fabrics in Red, Yellow, Atomic Orange, Electric Purple, Zesty Lime, Cinnamon, Olive, and Mulberry carry a five year pro-rated
 - Fabric tops attached to Coolbrella™ structures carry a three year warranty;
 - Individual fabric tops measuring greater than 40' in length are covered by a non-prorated five year warranty;
 - Preconstraint 502™ waterproof membrane is subject to an eight year pro-rated warranty.
- Sewing thread is warranted for ten years.
- These limited warranties are effective from the date of sale, or, if assembly is provided by the Company, upon receipt by Company from Purchaser of a completed and signed "Customer Checklist and Sign-off" form.
- In its sole discretion, the Company will repair and or/replace defective structures, products or workmanship, or refund that portion of the price related to the defective product, labor, or service rendered.



- The Company reserves the right, in cases where certain fabric colors have been discontinued, to offer the Purchaser or Owner a choice of available alternative colors to replace the warranted fabric. The Company does not guarantee that any particular color will be available for any period of time, and reserves the right to discontinue any color for any reason, without recourse by the Purchaser or Owner of the discontinued fabric color.
- Should the Purchaser or Owner sell the structures to another party, the warranty cannot be transferred to the new owner without a complete and thorough on-site inspection performed by a Company representative. Please contact the Company at warranty@usa-shade.com for more details.
- All warranty claims covering Company supplied structures, products, and services must be submitted by Purchaser or Owner in writing to the Company within thirty days from the date of discovery of the alleged defect and must include a detailed description and applicable photographs of the alleged defect or problem. Warranty claims should be submitted by email to warranty@usa-shade.com.
- Purchaser or Owner agrees that venue for any court action to enforce these limited warranties shall be in the City or County of Dallas in the State of Texas, USA.
- These limited warranties are void if:
 - the supplied structures, products, services and/or labor are not paid for in full;
 - the structures are not assembled in strict compliance with USA SHADE specifications;
 - any changes, modifications, additions, or attachments are made to the structures in any way, without prior written approval from the Company. Specifically, no signs, objects, fans, light fixtures, etc. may be hung from the structures, unless specifically engineered by the Company.
- These limited warranties do not cover defects and/or damages caused by:
 - normal wear and tear;
 - misuse, willful or intentional damage, vandalism, contact with chemicals, cuts and Acts of God (i.e. tornado, hurricane, micro/macros burst, earthquake, wildfires, etc.);
 - ice, snow or wind loads in excess of the designed load parameters engineered for the supplied structures;
 - use, maintenance, neglect, repair, and/or service inconsistent with the Company's written care and maintenance instructions, provided with the order.
- The limited warranties explicitly exclude:
 - workmanship related to assembly not provided by the Company or its agents;
 - fabric curtains, valances, and flat vertical panels;
 - fabric tops installed on structures that were not engineered and originally supplied by the Company.



- THE COMPANY SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, LIQUIDATED, EXEMPLARY, OR PUNITIVE DAMAGES, OR ANY LOSS OF REVENUE, PROFIT, USE OR GOODWILL, WHETHER BASED UPON CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, ARISING OUT OF A BREACH OF THIS WARRANTY OR IN CONNECTION WITH THE SALE, INSTALLATION, MAINTENANCE, USE, OPERATION OR REPAIR OF ANY PRODUCT OR SERVICE. IN NO EVENT WILL THE COMPANY BE LIABLE FOR ANY AMOUNT GREATER THAN THE PURCHASE PRICE FOR ANY PRODUCT OR SERVICE PROVIDED BY THE COMPANY.
- THE FOREGOING LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY FOR THE COMPANY'S PRODUCTS AND SERVICES, AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, IN LAW OR IN FACT. SELLER SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR PURPOSE, AND ANY IMPLIED WARRANTIES ARISING OUT OF COURSE OF DEALING OR PERFORMANCE OR TRADE USAGE. PURCHASER, BY ACCEPTANCE AND USE OF THIS LIMITED WARRANTY, WAIVES ANY RIGHTS IT WOULD OTHERWISE HAVE TO CLAIM OR ASSERT THAT THIS LIMITED WARRANTY FAILS OF ITS ESSENTIAL PURPOSE.

Colourshade ® and eXtreme 32™ are registered trademarks of Multiknit Pty. Ltd.
Commercial 95™ and SaFRshade™ are registered trademarks of Gale Pacific USA Inc
Monotec 370™ is a registered trademark of PRO-KNIT Industries Pty. Ltd.
Precontraint 502™ is a registered trademark of Serge Ferrari North America, Inc.

16) Assembly/Installation:

- Company will notify Purchaser of the scheduled assembly date. Owner agrees to have an owner representative meet the assembly crew at the job site on the scheduled assembly date to verify the exact location where the structure(s) is to be placed.
- Labor for the removal, assembly, and/or freight charges will only be covered by Company in instances where the structures supplied and installed by Company are determined by the Company to be defective. In all cases where structures are not installed by Company, all labor for the removal, assembly, and/or freight of the structures will be the Purchaser's responsibility.
- Installation prices are based on a single mobilization charge. If additional mobilizations are required, there will be additional charges.
- If the requested services require Company access to Owner's premises, Company will be provided access to the Owner's premises free and clear of debris, automobiles, or other interference Monday ~ Friday during the hours of 8:00am to 6:00pm, and Company will have access to water and electrical facilities during installation. Additional charges will apply if utilities are not easily accessible. Where applicable, all vehicles will be moved prior to Company's crew beginning any installation.
- Company will not be responsible for moving or repairing any underground utility lines such as electrical, telephone, gas, water, or sprinkler lines that may be encountered during installation.



- Any additional costs incurred as a result of hard rock conditions requiring extra equipment, utility removal or repair resulting in delay will result in additional charges unless they are detailed on as-built site drawings provided to Company or marked on the ground and communicated to Company in writing prior to fabrication and installation.
- 17) **Installation/Assembly on-site:** Where installation/assembly is part of the services, Purchaser must provide the Company with a detailed drawing prepared by or for the Owner showing exactly where the structures are to be assembled as well as detailing any obstacles or other impediments that may cause the assembly process to be more difficult. Any fixture(s), e.g., playground, pools, etc., that the structures are to be assembled over must also be detailed, along with their peak heights (if applicable).
- 18) **Site/Use Review by Purchaser:** Company relies on the Purchaser to determine that the structures ordered are appropriate and safe for the Owner's installation site and/or intended use. Company is not responsible for damages or injuries resulting from collisions by moving objects or persons with the structure post(s). Company can recommend, or supply at additional cost, padding for posts from a third party manufacturer.
- 19) **Preparatory Work:** Where installation/assembly is part of the services and in the event that the foundation or job site is not suitable or ready for assembly to begin on the scheduled day, a Delay of Order notification must be sent to Company at least 4 working days prior, in order to allow Company to reschedule the project. In the event that Company is not notified and incurs an expense in attempting to execute the assembly, a re-mobilization charge may be charged to Purchaser before Company will reschedule the assembly.
- 20) **Delegation: Subcontractors:** The services and the manufacturing and assembly of the structures may be performed by subcontractors under appropriate agreements with the Company.
- 21) **Force Majeure: Impracticability:** The Company shall not be charged with any loss or damage for failure or delay in delivering or assembling of the structures when such failure or delay is due to any cause beyond the control of the Company, due to compliance with governmental regulations or orders, or due to any Acts of God, strikes, lockouts, slowdowns, wars, or shortages in transportation, materials or labor.
- 22) **Dispute Resolution:** Any controversy or claim arising out of or related to this agreement must be settled by binding arbitration administered in Dallas, TX by a single arbitrator selected by the parties or by the American Arbitration Association, and conducted in accordance with the construction industry arbitration rules. Judgment upon the award may be entered in any court having jurisdiction thereof.
- 23) **Entire Agreement; No Reliance:** This agreement represents and contains the entire agreement between the parties. Prior discussion or verbal representations by the parties that are not contained in this agreement are not part of this agreement. Purchaser hereby acknowledges that it has not received or relied upon any statements or representations by Company or its agents which are not expressly stipulated herein, including without limitation any statements as to the structures, warranties, or services provided hereunder.



- 24) **No Third-Party Beneficiaries:** This agreement creates no third-party rights or obligations between Company and any other person, including any Owner who is not also a Purchaser. It is understood and agreed that the parties do not intend that any third party should be a beneficiary of this agreement.
- 25) **Governing Law:** The agreement will be construed and enforced in accordance with the laws of the State of Texas.
- 26) **Assignment:** Purchaser may not assign this agreement, by operation of law or otherwise, without the prior written consent of Company. The agreement shall be binding upon and insure to the benefit of the Company and the Purchaser, and their successors and permitted assigns.
- 27) **Electronic Signatures.** Each party agrees that the electronic signatures of the parties to this Agreement, whether digital or encrypted, including but not limited to the use of a typed name, are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including but not limited to typed or email electronic signatures.



PURCHASER:

SELLER:

Shade Structures, Inc. DBA USA Shade

Signature:

Signature:

By:

By:

Title:

Title:

Date:

Date:

NOTE: All purchase orders and contracts should be drafted in the name of

Shade Structures, Inc.

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Kimberly Holle, Asst. Director of Human Resources/Risk Management, Human Resources/Risk Management

Meeting Date: March 18, 2025

Item type: Consent Item

Caption:

Consider approving items and authorizing the City Manager to negotiate and execute the following:

1. An interlocal agreement with the Equalis Group providing for the City's participation in cooperative purchases through the Equalis Group (Jeff Tomlinson)
2. Equalis Group Contract #R10-1125B with HUB International in the amount of \$49,500, budgeted annually, for benefit consulting services (Kimberly Holle)

Staff Recommendation:

Summary/History:

1. Approval will give City Departments/Divisions access to over 300 cooperative purchasing contracts by being a member of the Equalis Group.
2. For over 10 years, the City has utilized Holmes Murphy as its health insurance consulting vendor. While their service has been consistent, staff believes it is time for a new perspective to address ongoing financial and strategic challenges within our health insurance program. The City's Health Insurance funds' financial situation is not meeting desired goals, and there is a need for innovative approaches to improve cost efficiency while expanding quality employee benefits.

A key factor in this recommendation is a significant issue in last year's consulting recommendations, which resulted in the City missing an opportunity for substantial plan savings. The financial impact of this missed opportunity cost the City nearly \$500,000.

Staff is seeking a consultant who can bring creative plan design changes to enhance our health insurance offerings for employees. The goal is to optimize benefits while ensuring financial sustainability for the City.

After a thorough evaluation, staff recommends transitioning to HUB International as the City's health insurance consultant. HUB International is a leading consultant for public sector entities in Texas and has extensive experience in delivering innovative and cost-effective solutions tailored to municipalities. Their expertise in strategic plan design and cost management makes them the ideal partner to guide the City toward its financial and employee benefits goals.

This recommendation is based on the need for a fresh perspective, improved financial outcomes, and a more

strategic approach to health plan design. Staff is confident that HUB International will provide the expertise and innovation necessary to better serve the City and its employees moving forward.

Funding Source(s):

Fund:	Account:	Project Number:	Amount Budgeted:
Health Insurance Fund	310-1620-530.03-20		\$48,000

Financial Impact:

- 1) No upfront costs or membership dues for the actual membership to the Equalis Group. Will be utilized by various city Departments/Divisions.
- 2) Fiscal year 2025's budget includes consulting services at \$48,000, and an increase to \$49,500 will be included in future budgets.

Other Information/Recommendation:

Attachments:

- | | |
|--|--|
| 1. Equalis Group-Master Interlocal Agreement | Equalis Group-Master Interlocal Agreement.pdf |
| 2. Summary-Equalis-Group-Contract-Portfolio-2025.03.04 | Summary-Equalis-Group-Contract-Portfolio-2025.03.04.xlsx |
| 3. HUB City of San Angelo Consulting Agreement 3.2025 | HUB City of San Angelo Consulting Agreement 3.2025.docx |
| 4. HUB COSA Business Associate Agreement | HUB COSA Business Associate Agreement.docx |

Presentation:

Kimberly Holle

Approvals/Reviews:

Kimberly Holle	Created/Initiated
Brandon Dyson	Approved
Jeffrey Tomlinson	Approved
Tina Dierschke	Approved
Veronica Sanchez	Approved
Brandon Dyson	Approved
Heather Stastny	Final Approval



MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Master Intergovernmental Cooperative Purchasing Agreement (the “**Agreement**”) is entered into by and between those certain government agencies that execute a Management Services Agreement (“**Lead Agencies**”) with Equalis Group LLC (“**Equalis Group**”) to be appended and made a part hereof and such other public agencies, non-profit organizations, and businesses (each a “**Purchasing Group Member**”) who register to participate in the cooperative purchasing programs administered by Equalis Group and its affiliates and subsidiaries (collectively, “**Equalis Group Purchasing Program**”) by either registering on an Equalis Group Purchasing Program website (such as www.equalisgroup.org) or by executing a copy of this Agreement.

RECITALS

WHEREAS, after a competitive solicitation and selection process conducted by Lead Agencies, Lead Agencies enter into master agreements (“**Master Agreements**”) with awarded suppliers to provide a variety of goods, products, and services (“**Products**”) to the applicable Lead Agency and Purchasing Group Members;

WHEREAS, Master Agreements are made available to Purchasing Group Members by Lead Agencies through the Equalis Group Purchasing Program and provide that Purchasing Group Members may voluntarily purchase Products on the same terms, conditions, and pricing as the Lead Agency, subject to any applicable federal and/or local purchasing ordinances and the laws of the State of purchase; and

WHEREAS, in addition to Master Agreements, the Equalis Group Purchasing Program may from time to time offer Purchasing Group Members the opportunity to acquire Products through other group purchasing agreements.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and of the mutual benefits to result, the parties hereto agree as follows:

1. Each party will facilitate the cooperative procurement of Products.
2. The procurement of Products by Purchasing Group Member party to this Agreement shall be conducted in accordance with and subject to the relevant federal, state, and local statutes, ordinances, rules, and regulations that govern Purchasing Group Member’s procurement practices.
3. The cooperative use of Master Agreements and other group purchasing agreements shall be conducted in accordance with the terms and conditions of such agreements, except as modification of those terms and conditions is otherwise allowed or required by applicable federal, state, or local law.
4. The Lead Agencies will make available, upon reasonable request and subject to convenience, information about Master Agreements which may assist in facilitating and improving the procurement of Products by the Purchasing Group Member.
5. Purchasing Group Member agrees that Equalis Group Purchasing Program may provide access to group purchasing organization (“**GPO**”) agreements directly or indirectly by enrolling Purchasing Group Member in another GPO’s purchasing program; provided that the purchase of Products shall be at Purchasing Group Member’s sole discretion.
6. Purchasing Group Member shall make timely payments to the distributor, manufacturer, or other vendor (each a “**Supplier**”) for Products procured and received through any Master Agreement or GPO group purchasing agreement (each an “**Equalis Agreement**”) in accordance with the terms and conditions of this Agreement and of the Equalis Agreement, as applicable.
7. Purchasing Group Member acknowledges and agrees that Equalis Group may receive fees (“**Administrative Fees**”) from Suppliers, which are typically calculated as a percentage of the dollar value of purchases made by Purchasing Group Member under an Equalis Agreement. Equalis Group’s standard Administrative Fees are two percent (2%) or less. Equalis Group shall provide Purchasing Group Member with access to a listing of Equalis Agreements that provide for the payment to Equalis of



Administrative Fee in excess of three percent (3%). Additionally, Equalis Group shall provide Purchasing Group Member with access to an annual report listing Purchasing Group Member's purchases of Products through Equalis Agreements and the associated Administrative Fees received by Equalis Group.

8. Purchasing Group Member agrees that Products purchased under Equalis Agreements are for Purchasing Group Member's own use in the conduct of its business, and in no event shall Purchasing Group Member sell, resell, lease, or otherwise transfer goods purchased through Equalis Agreements to an unrelated third party unless expressly permitted by the terms of the applicable Equalis Agreement.
9. Payment for Products and inspections and acceptance of Products ordered by Purchasing Group Member shall be the exclusive obligation of Purchasing Group Member. Disputes between Purchasing Group Member and any Supplier shall be resolved in accordance with the law and venue rules of the State of purchase unless otherwise agreed to by Purchasing Group Member and the Supplier. The exercise of any rights or remedies by Purchasing Group Member shall be the exclusive obligation of Purchasing Group Member.
10. Purchasing Group Member shall not use this Agreement or the terms and conditions of any Equalis Agreement as a method for obtaining additional concessions or reduced prices for similar products or services.
11. Purchasing Group Member shall be responsible for the ordering of Products under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a party procuring Products under this Agreement. Without limiting the generality of the foregoing, Equalis Group Purchasing Program makes no representations or warranties regarding any Product or Equalis Agreement and shall have no liability for any act or omission by a Supplier or other party under an Equalis Agreement.
12. This Agreement shall remain in effect unless terminated by one party giving thirty (30) days' written notice to the other party. The provisions of **Sections 5, 6, 7, 8, and 9** hereof shall survive any such termination.
13. If any term or provision of this Agreement is held invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
14. This Agreement and the rights and obligations hereunder may not be assignable by either party hereto without the prior written consent of the other party, which consent shall not be unreasonably withheld, conditioned, or delayed, provided, however, that Purchasing Group Member and Equalis Group may assign their respective rights and obligations under this Agreement without the consent of the other party in the event either Purchasing Group Member or Equalis Group shall hereafter effect a corporate reorganization, consolidation, merger, merge into, sell to, or transfer all or substantially all of its properties or assets to another entity. Subject to the preceding sentence, this Agreement will be binding upon, inure to the benefit of, and be enforceable by the parties and their respective successors and assigns. Any instrument purporting to make an assignment in violation of this **Section 14** will be null and void.
15. This Agreement, together with any other documents incorporated herein by reference, constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.
16. Equalis shall not be liable to Purchasing Group for any action, or failure to take action, of a Supplier in connection with the performance of Supplier's obligations under an Equalis Agreement.
17. Each party to this Agreement acknowledges it has read the Agreement and represents and warrants that it has the necessary legal authority and is legally authorized to execute and enter into this Agreement.
18. This Agreement shall take effect upon Purchasing Group Member (i) executing a copy of this Agreement, or (ii) registering on an Equalis Group Purchasing Program website.



The easiest way to complete this form is to visit: www.equalisgroup.org/member-registration. You may also fill out this form electronically, print and sign it, then scan and email the fully completed document to membership@equalisgroup.org.

Agency Information			
Agency Name:			
Agency Type:			
Agency Department:			
Street Address:			
City / St / Zip:			
Phone #:			
Federal Tax ID:			
Website URL:			

Primary Contact Information	
Name:	
Title:	
Phone #:	
Email:	
Which contract(s) are you interested in?:	

IN WITNESS WHEREOF, I hereby acknowledge, on behalf of _____, that I have read and agreed to the general terms and conditions set forth in the Equalis Group Master Intergovernmental Purchasing Agreement.

Authorized Signator	
Name:	
Title:	
Date:	

Signed: _____



Contract Portfolio

Last Updated: February 2025

Equalis Group is a Member-Driven organization that embodies the power of partnership. Equalis Group operates with the guiding principle that when the objectives of buyers and sellers are aligned, sustainable value is created, transcending that of the typical short-term transactional relationship. With this differentiated approach, Equalis Group is not just a cooperative purchasing organization; we are a family.

[Explore additional contract highlights and details by simply clicking the supplier's name in the first column or visit \[www.EqualisGroup.org/Contracts\]\(http://www.EqualisGroup.org/Contracts\)](#)

Supplier Name	Contract #	Categories	Products & Services Available	Lead Agency	Current Term Through	Renewable Through
22nd Century Technologies	COG-2148A	HR & Benefits	Managed Staffing Services, Staffing + Consulting Services	CCOG	August 31, 2027	August 31, 2028
22nd Century Technologies	R10-1105A	HR & Benefits	Managed Staffing Services, Staffing + Consulting Services	Region 10 ESC	October 31, 2026	October 31, 2027
ABcreative	R10-1159A	Athletics, Parks & Recreation	Outdoor Shelters + Sunshades + Amenities + Fitness Equipment, Playground Equipment, Safety Surfacing	Region 10 ESC	December 31, 2026	December 31, 2028
ACCO Engineered Systems	R10-1132A	Facilities & MRO, Personal Protective Equipment	Air Filtration, Building Management + Systems, Energy + Performance Contracting, Fire Suppression + Alarm Systems, HVAC + Building Automation, Lighting Upgrades + Retrofits, Security + Access Control, Ultraviolet Light Disinfection	Region 10 ESC	April 30, 2027	April 30, 2027
Adorama	R10-1123A	Educational Products & Services, Information Technology, Office Equipment, Services & Supplies	Audio Visual Electronics, Computers + Tablets, Hardware + Peripherals, IT: Audio Visual Electronics, IT: Computers + Tablets, IT: Hardware + Peripherals, IT: Photography Equipment + Accessories, Photography Equipment + Accessories	Region 10 ESC	August 31, 2026	August 31, 2028
ADPRO Sports	COG-2144A	Athletics, Parks & Recreation	Athletic: Uniforms + Apparel + Footwear, Promotional Items	CCOG	April 30, 2027	April 30, 2028
Advanced Green Technologies	COG-2143A	Construction, Facilities & MRO	Battery Energy Storage Systems (BESS), Solar: Engineering + Procurement + Construction + Installation	CCOG	April 30, 2027	April 30, 2028
Advanced Roofing	R10-1166A	Construction, Facilities & MRO	Construction: Consultant + Procurement + Planning + Oversight, General Contracting Services, Job Order Contracting (JOC)	Region 10 ESC	June 30, 2027	June 30, 2029
Allseating	COG-2152A	Facilities & MRO, Furniture & Storage	Office Furniture, School Furniture	CCOG	December 31, 2027	December 31, 2028
Alumni Classroom Furniture	EQ-052920-01A	Educational Products & Services, Furniture & Storage	School Furniture	Region 10 ESC	August 31, 2025	August 31, 2025
Ameresco	COG-2114A	Facilities & MRO	Demand management, Energy Consulting, Energy Management Services, Energy Procurement, Energy Procurement: Alternative Green Solutions, Energy Procurement: Electricity, Energy Procurement: Natural Gas	CCOG	April 30, 2026	April 30, 2026
AmTab	COG-2152B	Educational Products & Services, Facilities & MRO, Furniture & Storage	Office Furniture, School Furniture	CCOG	December 31, 2027	December 31, 2028
Aquila Enviromental	R10-1133A	Construction, Facilities & MRO	Lighting Upgrades + Retrofits	Region 10 ESC	April 30, 2025	April 30, 2027
Aramark Facilities Management	R10-1167A	Facilities & MRO	Grounds Management Services, Janitorial Services, Operation + Maintenance Services	Region 10 ESC	June 30, 2027	June 30, 2029
Ariens + Gravely	R10-1165A	Athletics, Parks & Recreation, Facilities & MRO, Fleet	Grounds Care Equipment, Mowers, Snow Removal Equipment, Utility Loaders, Utility Vehicles (UTV)	Region 10 ESC	June 30, 2027	June 30, 2027
Armis	COG-2127A	Information Technology	Cybersecurity Products + Services	CCOG	April 30, 2026	April 30, 2027



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Supplier Name	Contract #	Categories	Products & Services Available	Lead Agency	Current Term Through	Renewable Through
Artcobell	EQ-052920-01B	Educational Products & Services, Furniture & Storage	School Furniture, School Storage	Region 10 ESC	August 31, 2025	August 31, 2025
AssetWorks	COG-2123A	Enterprise Solutions & Services, Fleet, Information Technology	Asset Management, Fleet Management Software, GPS Telematics, Integrated Fuel Management, IT: Asset Management, IT: Fleet Management Software, IT: GPS Telematics, IT: SaaS	CCOG	August 31, 2026	August 31, 2026
AssetWorks	R10-1114A	Educational Products & Services, Facilities & MRO, Furniture & Storage	IT: Computer Aided Facility Management (CAFM), IT: Computerized Maintenance Management System (CMMS), IT: Facilities + Asset Management, IT: Integrated Workplace Management System (IWMS), IT: SaaS, IT: Software	Region 10 ESC	April 30, 2026	April 30, 2028
Atrium	CS-1010	Educational Products & Services, Enterprise Solutions & Services, Facilities & MRO, Information Technology	Access Control + Security, Attendance Tracking, Campus Card Management, Meal Plan + Point-of-Sale	CCOG	December 31, 2025	December 31, 2025
Autoclear	R10-1129B	Facilities & MRO	Building Security Products + Services, Checkpoint Security	Region 10 ESC	April 30, 2027	April 30, 2027
Axiom Learning	R10-1152A	Educational Products & Services	Professional Development, Student Counseling, Test Preparation, Tutoring + Academic Prep	Region 10 ESC	April 30, 2026	April 30, 2028
B&H Photo	R10-1123B	Educational Products & Services, Information Technology, Office Equipment, Services & Supplies	Audio Visual Electronics, Computers + Tablets, Hardware + Peripherals, IT: Audio Visual Electronics, IT: Computers + Tablets, IT: Hardware + Peripherals, IT: Photography Equipment + Accessories, Photography Equipment + Accessories	Region 10 ESC	August 31, 2026	August 31, 2028
BCI Burke	2020.05.4-A	Athletics, Parks & Recreation, Educational Products & Services	Fitness Equipment, Playground Equipment, Sports Surfacing	CCOG	August 31, 2025	August 31, 2030
Blade	R10-1136B	Educational Products & Services, Facilities & MRO	Air Filtration + Purification, Air Quality Services	Region 10 ESC	August 31, 2027	August 31, 2027
Bloomz	R10-1108A	Educational Products & Services, Information Technology	IT: Organization + Communication Tools, IT: Software	Region 10 ESC	December 31, 2025	December 31, 2027
BlueCrest	COG-2112B	Enterprise Solutions & Services, Information Technology, Office Equipment, Services & Supplies, Voting & Ballot Solutions	Inbound + Outbound Mail Ballot Processing, Inserting Solutions, IT: Communications Workflow Tracking, IT: Document Lifecycle Tracking, IT: Mailroom Management Solutions, IT: One-to-One Ballot Validation, IT: Postal Compliance + Optimization, Mail + Package Sorting, Mail + Package Tracking, Mail Ballot Inserting Solutions, Mail Printing Solutions, One-to-One Ballot Validation, Postage Accounting + Funds Management, Postal Compliance + Optimization, Print + Mail Workflow Management	CCOG	September 30, 2026	September 30, 2026
Brother International Corporation	R10-1169A	Office Equipment, Services & Supplies	Copiers + Scanners, Managed Print Services, Multifunctional Devices, Office Products	Region 10 ESC	October 31, 2027	October 31, 2029
Busch Systems	COG-2113A	Facilities & MRO, Office Equipment, Services & Supplies	Indoor Waste Bins + Recycling Bins, Janitorial + Sanitation Supplies	CCOG	April 30, 2026	April 30, 2026
Business Interiors	EQ-052920-01D	Educational Products & Services, Furniture & Storage	Office Furniture, School Furniture, School Storage	Region 10 ESC	August 31, 2025	August 31, 2025



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Supplier Name	Contract #	Categories	Products & Services Available	Lead Agency	Current Term Through	Renewable Through
Canon USA	R10-1169B	Office Equipment, Services & Supplies	Cloud Solutions, Computer Accessories, Copiers + Scanners, Cybersecurity Products + Services, IT: Hardware + Software, Managed Cybersecurity Services, Managed Print Services, Multifunctional Devices, Office Products	Region 10 ESC	October 31, 2027	October 31, 2029
Capital Rx	2020.03.19A	HR & Benefits	Pharmacy Benefits Management (PBM)	CCOG	December 31, 2025	December 31, 2025
Carahsoft	R10-1111A	Enterprise Solutions & Services, Information Technology	IT: Cloud Services, IT: IaaS, IT: Software, IT: PaaS, IT: VMware	Region 10 ESC	April 30, 2026	April 30, 2028
CDW-G	R10-1123C	Educational Products & Services, Enterprise Solutions & Services, Information Technology, Office Equipment, Services & Supplies	Educational Technology, IT: Hardware + Peripherals, IT: Managed Services, IT: Software	Region 10 ESC	August 31, 2026	August 31, 2028
ChargePoint	2020.05.3-B	Fleet	Electric Vehicle Charging	CCOG	August 31, 2025	August 31, 2025
Clearwing	EQ-111519-05A	Educational Products & Services, Facilities & MRO	A/V: Lighting + Staging, Sound Management	Region 10 ESC	February 28, 2027	February 28, 2027
Collins	R10-1109A	Educational Products & Services, Fleet	Buses, Electric Vehicles	Region 10 ESC	December 31, 2025	December 31, 2027
ComDoc	MP-1010	Information Technology, Office Equipment, Services & Supplies	IT: Hardware + Peripherals, IT: Software, Managed Print Services	CCOG	December 31, 2025	December 31, 2026
Connection Public Sector	EQ-013120-01A	Educational Products & Services, Enterprise Solutions & Services, Information Technology, Office Equipment, Services & Supplies	IT: Hardware + Peripherals, IT: Integration, IT: Software	Region 10 ESC	April 30, 2025	April 30, 2027
CORE Construction	COG-2132A	Construction, Facilities & MRO	General Contracting Services, Job Order Contracting (JOC)	CCOG	June 30, 2026	June 30, 2027
CORE Construction	COG-2142A	Construction, Facilities & MRO	Construction: Consultant + Procurement + Planning + Oversight	CCOG	April 30, 2027	April 30, 2028
CORE Construction	R10-1110A	Construction, Enterprise Solutions & Services, Facilities & MRO	Disaster Recovery, Job Order Contracting (JOC)	Region 10 ESC	December 31, 2025	December 31, 2027
CORE Construction	R10-1166B	Construction, Facilities & MRO	Construction: Consultant + Procurement + Planning + Oversight, General Contracting Services, Job Order Contracting (JOC)	Region 10 ESC	June 30, 2027	June 30, 2029
CORE Energy	R10-1135A	Facilities & MRO	Building Management + Systems, HVAC + Building Automation, Security + Access Control	Region 10 ESC	August 31, 2027	August 31, 2027
CORE Office Interiors	R10-1130A	Construction, Facilities & MRO, Furniture & Storage	A/V Electronics, Office Furniture, School Furniture	Region 10 ESC	April 30, 2027	April 30, 2027
Cotton	COG-2134A	Construction, Enterprise Solutions & Services, Facilities & MRO	Consumable Materials, Disaster Recovery, Equipment Rental, Rebuild, Remediation, Restoration	CCOG	August 31, 2026	August 31, 2027
Cotton	R10-1110B	Construction, Enterprise Solutions & Services, Facilities & MRO	Disaster Recovery	Region 10 ESC	December 31, 2025	December 31, 2025



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Supplier Name	Contract #	Categories	Products & Services Available	Lead Agency	Current Term Through	Renewable Through
Crayon	R10-1111B	Enterprise Solutions & Services, Information Technology	IT: Cloud Services, IT: IaaS, IT: Software, IT: PaaS, IT: VMware	Region 10 ESC	April 30, 2026	April 30, 2028
CrisisGo	R10-1108B	Educational Products & Services, Facilities & MRO, Information Technology	IT: Software, Security	Region 10 ESC	December 31, 2025	December 31, 2027
Crocus	EQ-111519-06A	Educational Products & Services, Enterprise Solutions & Services	Benchmarking + Reporting, Instructor Preparedness + Resources, IT: Integration	Region 10 ESC	February 28, 2027	February 28, 2027
CruiseCar	COG-2116A	Athletics, Parks & Recreation, Facilities & MRO, Fleet	Golf Carts, Low Speed Vehicles (LSV), Passenger Transportation Shuttles, Utility Vehicles (UTV)	CCOG	April 30, 2026	April 30, 2026
Cummins	COG-2104A	Facilities & MRO	Building Management + Systems, Generators	CCOG	October 31, 2025	October 31, 2025
Dave Bang Associates	R10-1159B1	Athletics, Parks & Recreation	Outdoor Furnishings, Outdoor Shelters + Sunshades + Amenities + Fitness Equipment, Playground Equipment, Safety Surfacing	Region 10 ESC	December 31, 2026	December 31, 2028
Dayforce	R10-1141A	Enterprise Solutions & Services, HR & Benefits	Finance Management Solutions, HR Solutions, Human Resource Information System (HRIS) Software, Payroll + HR Management Services	Region 10 ESC	December 31, 2026	December 31, 2027
Diamond Mowers	R10-1165B	Athletics, Parks & Recreation, Facilities & MRO, Fleet	Attachments: Backhoes, Excavators, Skid Steers, Stand-On Loaders, Track Loaders, Wheel Loaders, Construction Equipment, Grounds Care Equipment, Land Clearing + Debris Removal, Mowers, Mulchers, Snow Removal Equipment, Stump Grinders, Utility Loaders, Utility Vehicles (UTV)	Region 10 ESC	June 30, 2027	June 30, 2029
Disaster Recovery Services	COG-2125A	Consulting, Disaster Recovery, Grant Management	Consulting, Disaster Recovery, Grant Management	CCOG	April 30, 2026	April 30, 2027
Diversified	R10-1130B	Construction, Facilities & MRO	A/V Electronics	Region 10 ESC	April 30, 2027	April 30, 2027
DKI	COG-2134B	Construction, Enterprise Solutions & Services, Facilities & MRO	Consumable Materials, Disaster Recovery, Equipment & Vehicle Rental, Rebuild, Remediation, Restoration	CCOG	August 31, 2026	August 31, 2027
Dynamic Fitness & Strength	COG-2144C	Athletics, Parks & Recreation, Facilities & MRO	Cardio Equipment, Exercise Equipment, Strength Training Equipment	CCOG	April 30, 2027	April 30, 2028
E3	R10-1135B	Facilities & MRO	Building Management + Systems, HVAC + Building Automation, Security + Access Control	Region 10 ESC	August 31, 2027	August 31, 2027
E3	R10-1143A	Construction, Facilities & MRO	Air Filtration, Building Management + Systems, Energy + Performance Contracting, HVAC + Building Automation, Lighting Upgrades + Retrofits, Water Conservation	Region 10 ESC	December 31, 2027	December 31, 2027
EC America	COG-2139B	Enterprise Solutions & Services, Information Technology	Cloud Solutions, IT: Hardware + Software	CCOG	December 31, 2026	December 31, 2027
Educational Environments	COG-2152E	Educational Products & Services, Facilities & MRO, Furniture & Storage	School Furniture, School Storage	CCOG	December 31, 2027	December 31, 2028
Edustaff	COG-2148B	HR & Benefits	School Staffing, Substitute Teachers	CCOG	August 31, 2027	August 31, 2028



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Supplier Name	Contract #	Categories	Products & Services Available	Lead Agency	Current Term Through	Renewable Through
Element	COG-2122B	Enterprise Solutions & Services, Fleet, Information Technology	Asset Management, Electric Vehicles, Fleet Lifecycle, Fleet Management Software, Fleet Management: Consulting + Analytics, Fleet Procurement, Leasing + Financing, Remarketing, Telematics, Title + Registration	CCOG	August 31, 2026	August 31, 2026
Energy X	R10-1133B	Construction, Facilities & MRO	Lighting Upgrades + Retrofits	Region 10 ESC	April 30, 2025	April 30, 2027
Epic Business Essentials	R10-1171A	Athletics, Parks & Recreation, Educational Products & Services, Facilities & MRO, Furniture & Storage, Information Technology, Office Equipment, Services & Supplies	Cleaning Chemicals + Wipes, Computer Accessories + Peripherals, Cut Sheet Paper, Desks + Workstations + Panels + Tables, Facility Supplies, File Cabinets, Food + Beverage, Foodservice Disposables, Furniture Accessories, Health + Personal Care, IT: Hardware, Office Supplies, Printing Consumables, Safety + Security, Seating, Smallwares + Equipment, Storage + Shelving, Technology, Tools + Specialty Equipment, Towel + Tissue + Washroom	Region 10 ESC	October 31, 2027	October 31, 2029
Epic Solar Control	R10-1146A	Construction, Educational Products & Services, Facilities & MRO	Breach-Resistant Window Products	Region 10 ESC	December 31, 2027	December 31, 2027
EPS Learning	R10-1158A	Educational Products & Services	Curriculum, Professional Development, Student Counseling, Teaching Materials, Test Preparation, Tutoring + Academic Prep	Region 10 ESC	August 31, 2026	August 31, 2028
ESS	R10-1105C	Educational Products & Services, HR & Benefits	Staffing Services	Region 10 ESC	October 31, 2026	October 31, 2027
Euna Budget	COG-2139C	Enterprise Solutions & Services, Information Technology	Cloud Solutions, IT: SaaS, IT: Software	CCOG	December 31, 2027	December 31, 2027
Euna Grants	COG-2139C	Enterprise Solutions & Services, Information Technology	Cloud Solutions, IT: SaaS, IT: Software	CCOG	December 31, 2027	December 31, 2027
Euna Payments	COG-2139C	Enterprise Solutions & Services, Information Technology	Cloud Solutions, IT: SaaS, IT: Software	CCOG	December 31, 2027	December 31, 2027
Euna Procurement™	COG-2139C	Enterprise Solutions & Services, Information Technology	IT: Procurement Solutions, IT: RFP + Bid Evaluation, IT: RFP + Bid Management, IT: SaaS, IT: Strategic Sourcing, Procurement Management, RFP + Bid Evaluation, RFP + Bid Management, Strategic Sourcing	CCOG	December 31, 2027	December 31, 2027
Euna Procurement™	R10-1122A	Enterprise Solutions & Services, Information Technology	IT: Procurement Solutions, IT: RFP + Bid Evaluation, IT: RFP + Bid Management, IT: SaaS, IT: Strategic Sourcing, Procurement Management, RFP + Bid Evaluation, RFP + Bid Management, Strategic Sourcing	Region 10 ESC	August 31, 2026	August 31, 2028
Euna Special Education™	COG-2139C	Enterprise Solutions & Services, Information Technology	Cloud Solutions, IT: SaaS, IT: Software, Special Education	CCOG	December 31, 2027	December 31, 2027
Everon	R10-1129A	Construction, Facilities & MRO	Building Security Products + Services	Region 10 ESC	April 30, 2027	April 30, 2027



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Supplier Name	Contract #	Categories	Products & Services Available	Lead Agency	Current Term Through	Renewable Through
Ewing Outdoor Supply	R10-1154A	Athletics, Parks & Recreation, Facilities & MRO	Landscape + Irrigation Supplies, Watering Tools & Equipment, Yard Tools	Region 10 ESC	August 31, 2026	August 31, 2028
ezCater	R10-1162A	Food & Beverage	Catering Services, Online Delivery Platform	Region 10 ESC	December 31, 2026	December 31, 2028
F.H. Paschen	COG-2132B	Construction, Facilities & MRO	Construction Management, Design Build Services, General Contracting Services, Job Order Contracting (JOC)	CCOG	June 30, 2026	June 30, 2027
Factory Motor Parts	COG-2129A	Fleet	Auto + Truck Parts	CCOG	April 30, 2026	April 30, 2027
Federal Contracts Corp	COG-2149B	Construction, Fleet	Construction Equipment	CCOG	August 31, 2027	August 31, 2028
Fellowes	COG-2152C	Facilities & MRO, Furniture & Storage	Modular Walls, Office Furniture, Office Storage, School Furniture, School Storage	CCOG	December 31, 2027	December 31, 2028
Fellowes	R10-1136E	Facilities & MRO	Air Filtration + Purification, Air Quality Services	Region 10 ESC	August 31, 2027	August 31, 2027
FieldTurf	2020.05.2	Athletics, Parks & Recreation, Construction, Facilities & MRO	Site Preparation, Site Preparation: Athletics, Sports Surfacing, Sports Surfacing Maintenance	CCOG	August 31, 2025	August 31, 2025
First Student	R10-1149A	Educational Products & Services, Fleet	Alternative Special Transportation, Student Transportation: Vans + Sedans + Wheelchair Vans	Region 10 ESC	April 30, 2026	April 30, 2028
Foliot Furniture	COG-2152D	Educational Products & Services, Facilities & MRO, Furniture & Storage	Office Furniture, Office Storage, School Furniture, School Storage	CCOG	December 31, 2027	December 31, 2028
Fortinet	COG-2127C	Information Technology	Cybersecurity Products + Services	CCOG	June 30, 2026	June 30, 2027
Freemotion	COG-2120A	Athletics, Parks & Recreation, Educational Products & Services, Facilities & MRO, HR & Benefits	Cardio Equipment, Employee Wellness, Exercise Equipment, Fitness Equipment, Strength Training Equipment	CCOG	August 31, 2026	August 31, 2026
Game One	COG-2144B	Athletics, Parks & Recreation	Athletic: Uniforms + Apparel + Footwear + Equipment, Equipment: Gym + Fitness + Field, Services: Installation + Reconditioning + Repair, Supplies: Medical + Training + Sports, Video Boards + Scoreboards + Audio	CCOG	April 30, 2027	April 30, 2028
Gardiner	COG-2124B	Facilities & MRO, Personal Protective Equipment	Air Filtration, Building Management + Systems, HVAC + Building Automation, Ultraviolet Light Disinfection	CCOG	December 31, 2025	December 31, 2026
Gardiner	R10-1135C	Facilities & MRO	Building Management + Systems, HVAC + Building Automation, Security + Access Control	Region 10 ESC	August 31, 2027	August 31, 2027
Garland	COG-2133A	Construction, Facilities & MRO	Roofing (Ohio)	CCOG	July 31, 2026	July 31, 2027
Gerflor USA	COG-2157B	Construction, Facilities & MRO	Flooring	CCOG	October 31, 2028	October 31, 2029
Global Furniture	EQ-052920-01F	Educational Products & Services, Furniture & Storage	Office Furniture, School Furniture	Region 10 ESC	August 31, 2025	August 31, 2025



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Global Industrial	EQ-052920-01E	Athletics, Parks & Recreation, Educational Products & Services, Furniture & Storage, Office Equipment, Services & Supplies	Educational Technology, Fitness Equipment, Office Furniture, Office Storage, Outdoor Furnishings, School Furniture, School Storage, School Supplies	Region 10 ESC	August 31, 2025	August 31, 2025
Global Industrial	R10-1160A	Educational Products & Services, Facilities & MRO, Fleet, Furniture & Storage, Office Equipment, Services & Supplies, Personal Protective Equipment	Building Supplies, Educational Technology, Fasteners + Hardware, HVAC, Janitorial Facility Maintenance, Lighting + Electrical, Material Handling, Outdoor Furnishings, Plumbing Supplies, Storage + Shelving, Tool Storage + Equipment, Warehouse Supplies + Carts + Bulk Containers + Utility Carts + Lift Trucks + Dollies + Outfitting	Region 10 ESC	December 31, 2026	December 31, 2028
Gordian	R10-1106A	Construction	Job Order Contracting (JOC)	Region 10 ESC	December 31, 2025	December 31, 2027
GovDeals	R10-1134A	Enterprise Solutions & Services	Auction Services	Region 10 ESC	August 31, 2027	August 31, 2027
Grainger	COG-2108A	Educational Products & Services, Facilities & MRO, Personal Protective Equipment	Electrical Supplies, Janitorial + Sanitation Supplies, Personal Protective Equipment (PPE), Plumbing Supplies, Tools	CCOG	February 28, 2026	February 28, 2026
Granite	R10-1120A	Enterprise Solutions & Services, Information Technology, Office Equipment, Services & Supplies	Internet Connectivity, IT: Internet Connectivity, IT: Mobility Solutions, IT: SaaS, IT: Telecommunications, IT: VoIP, Mobility Solutions, Telecommunications Solutions, VoIP Equipment + Services	Region 10 ESC	August 31, 2026	August 31, 2028
H&E Rentals	COG-2126A	Construction, Facilities & MRO, Fleet	Construction Equipment Rental, Construction Equipment Sales	CCOG	April 30, 2026	April 30, 2027
Harper Turf Equipment	R10-1165C	Athletics, Parks & Recreation, Facilities & MRO, Fleet	Grounds Care Equipment, Land Clearing + Debris Removal, Mowers, Sweepers + Vacuums + Scrubbers, Turf Maintenance	Region 10 ESC	June 30, 2027	June 30, 2029
Haskell Education	COG-2152F	Educational Products & Services, Facilities & MRO, Furniture & Storage	School Furniture, School Storage	CCOG	December 31, 2027	December 31, 2028
Helm Group	R10-1132B	Facilities & MRO, Personal Protective Equipment	Air Filtration, Building Management + Systems, Energy + Performance Contracting, Fire Suppression + Alarm Systems, HVAC + Building Automation, Lighting Upgrades + Retrofits, Security + Access Control, Ultraviolet Light Disinfection	Region 10 ESC	April 30, 2027	April 30, 2027
Herc Rentals	COG-2126B	Construction, Facilities & MRO, Fleet	Construction Equipment Rental, Vehicle Rental	CCOG	April 30, 2026	April 30, 2027
HES Facilities	COG-2110A	Facilities & MRO	Building Maintenance + Repairs, Groundskeeping Services, Janitorial Services	CCOG	December 31, 2030	December 31, 2030
HireRight	R10-1119A	Enterprise Solutions & Services, HR & Benefits	Employee Screenings + Background Checks	Region 10 ESC	August 31, 2026	August 31, 2028
HiTouch Business Services	R10-1171B	Athletics, Parks & Recreation, Educational Products & Services, Facilities & MRO, Furniture & Storage, Information Technology, Office Equipment, Services & Supplies	Breakroom Products, Computer Supplies, Fulfillment + Distribution, IT: Products + Services, Janitorial + Breakroom Products, Managed Print Services, Managed Software Services, Office Furniture, Office Storage, Office Supplies, Print + Promotional Items, School Furniture, School Storage, School Supplies, Transactional Furniture	Region 10 ESC	October 31, 2027	October 31, 2029



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HiTouch Contract Furniture	COG-2152G	Facilities & MRO, Furniture & Storage	Office Furniture, Office Storage, School Furniture, School Storage	CCOG	December 31, 2027	December 31, 2028
HITT Contracting	COG-2132C	Construction, Facilities & MRO	General Contracting Services, Job Order Contracting (JOC)	CCOG	June 30, 2026	June 30, 2027
HolaDoctor	EQ-052920-03A	Assistive Technology & Services, HR & Benefits	Hearing + Vision + Speech Devices, Hispanic Health Management + Education, Translation Services	Region 10 ESC	August 31, 2025	August 31, 2027
Holman Capital	COG-2145A	Construction, Facilities & MRO, Fleet, Furniture & Storage, Information Technology, Medical, Office Equipment, Services & Supplies	Leasing + Financing	CCOG	April 30, 2027	April 30, 2028
HON	EQ-052920-01J	Educational Products & Services, Furniture & Storage	Office Furniture, School Furniture	Region 10 ESC	August 31, 2025	August 31, 2025
Honeywell	R10-1143B	Construction, Facilities & MRO	Air Filtration, Building Management + Systems, Energy + Performance Contracting, HVAC + Building Automation, Lighting Upgrades + Retrofits, Water Conservation	Region 10 ESC	December 31, 2027	December 31, 2027
HORNE	COG-2125B	Enterprise Solutions & Services	Consulting, Disaster Recovery, Grant Management	CCOG	April 30, 2026	April 30, 2027
HotSpot	COG-2154A	Enterprise Solutions & Services, Information Technology	License Plate Recognition, Mobile Parking Payment, Parking Enforcement, Permits	CCOG	June 30, 2028	June 30, 2029
HQE Systems, Inc	R10-1147A	Construction, Educational Products & Services, Facilities & MRO	Breach-Resistant Window Products, Incident Reporting, Non-Scalable Fencing, Remote Door Lockdown, Safety Notifications + Alerts, School Security, Silent Panic Alert Technology, Situational Awareness Technology	Region 10 ESC	December 31, 2027	December 31, 2027
HUB	R10-1125B	Enterprise Solutions & Services, HR & Benefits	Employee Benefits Consulting	Region 10 ESC	December 31, 2026	December 31, 2026
Idea Translations	EQ-052920-03B	Assistive Technology & Services, Educational Products & Services	Translation Services	Region 10 ESC	August 31, 2025	August 31, 2027
IKIO LED Lighting	R10-1170A	Construction, Facilities & MRO	A/V: Lighting + Staging, Ballasts, Lighting Controls + Sensors, Lighting Upgrades + Retrofits, Lighting: Indoor + Outdoor	Region 10 ESC	October 31, 2027	October 31, 2029
Imperial Supplies	COG-2129C	Facilities & MRO, Fleet	Auto + Truck Parts, Customer Managed Inventory, Fleet MRO	CCOG	April 30, 2026	April 30, 2027
Infojini	COG-2148C	HR & Benefits	Managed Staffing Services, Staffing + Consulting Services	CCOG	August 31, 2027	August 31, 2028
Insidesource	COG-2152Q	Facilities & MRO, Furniture & Storage	Office Furniture, Office Storage, School Furniture, School Storage	CCOG	December 31, 2027	December 31, 2028
Insight Public Sector	EQ-013120-01C	Educational Products & Services, Information Technology, Office Equipment, Services & Supplies	Educational Technology, IT: Hardware + Peripherals, IT: Managed Services, IT: Software	Region 10 ESC	April 30, 2025	April 30, 2027
Interface	COG-2101A	Construction, Facilities & MRO	Flooring	CCOG	October 31, 2025	October 31, 2025
Interior Environments	COG-2152H	Educational Products & Services, Facilities & MRO, Furniture & Storage	Office Furniture, Office Storage, School Furniture, School Storage	CCOG	December 31, 2027	December 31, 2028



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Supplier Name	Contract #	Categories	Products & Services Available	Lead Agency	Current Term Through	Renewable Through
JCB	COG-2149E	Construction, Fleet	Attachments, Backhoe Loaders, Excavators, Forklifts, Scissor Lifts, Site Dumpers, Skid Steers, Telemasters, Telescopic Handlers, Wheel Loaders	CCOG	August 31, 2027	August 31, 2028
Johnson Controls	COG-2143B	Construction, Facilities & MRO	Renewable Energy Certificates (REC): Carbon Offsets, Renewable Energy Supply Services: PPA + vPPA, Solar: Equipment + Installation	CCOG	April 30, 2027	April 30, 2028
Johnson Controls	R10-1102A	Construction, Facilities & MRO	Access Control + Security, Building Management + Systems, HVAC + Building Automation, Job Order Construction	Region 10 ESC	October 31, 2025	October 31, 2027
Johnson Controls	R10-1143C	Construction, Facilities & MRO	Air Filtration, Building Management + Systems, Energy + Performance Contracting, HVAC + Building Automation, Lighting Upgrades + Retrofits, Water Conservation	Region 10 ESC	December 31, 2027	December 31, 2027
Kaplan Early Learning Company	COG-2152J	Educational Products & Services, Facilities & MRO, Furniture & Storage	School Furniture, School Storage	CCOG	December 31, 2027	December 31, 2028
Kaplan Early Learning Company	R10-1164A	Educational Products & Services, Furniture & Storage	A/V: Lighting + Staging, Early Learning, Educational Technology, Fitness Equipment, Instructional Resources, Instructor Preparedness + Resources, Office Supplies, Outdoor Furnishings, School Furniture, School Storage, School Supplies	Region 10 ESC	June 30, 2027	June 30, 2029
Kenworth	COG-2129D	Fleet	Auto + Truck Parts, Medium + Heavy Duty Truck Parts, School Bus Parts, Trailer Parts	CCOG	September 30, 2026	September 30, 2027
Krueger International	COG-2152K	Educational Products & Services, Facilities & MRO, Furniture & Storage	Office Furniture, Office Storage, School Furniture, School Storage	CCOG	December 31, 2027	December 31, 2028
Kubota	COG-2149A	Construction, Fleet	Backhoes, Construction Equipment, Excavators, Skid Steers, Stand-On Loaders, Track Loaders, Wheel Loaders	CCOG	August 31, 2027	August 31, 2028
Kyndryl	COG-2139D	Enterprise Solutions & Services, Information Technology	Cloud Infrastructure Services, Cloud Solutions, IT: Cloud Services, IT: Consulting, IT: IaaS, IT: Managed Services, IT: PaaS	CCOG	December 31, 2026	December 31, 2027
Lakeshore Learning Materials	COG-2152L	Educational Products & Services, Facilities & MRO, Furniture & Storage	School Furniture, School Storage	CCOG	December 31, 2027	December 31, 2028
Lakeshore Learning Materials	R10-1164B	Educational Products & Services, Furniture & Storage	A/V: Lighting + Staging, Early Learning, Educational Technology, Fitness Equipment, Instructional Resources, Instructor Preparedness + Resources, Office Supplies, Outdoor Furnishings, School Furniture, School Storage, School Supplies	Region 10 ESC	June 30, 2027	June 30, 2029
Lawson Products	R10-1160B	Facilities & MRO, Fleet, Office Equipment, Services & Supplies, Personal Protective Equipment	Fasteners + Chemicals + Electrical + Cutting Tools + Abrasives + Fluid Power + Automotive + Material Handling + Safety + Shop Supplies + Hand Tools + Storage Equipment + Welding + Part Washers	Region 10 ESC	December 31, 2026	December 31, 2028
Learn It	R10-1152C	Educational Products & Services	Professional Development, Student Counseling, Tutoring + Academic Prep	Region 10 ESC	April 30, 2026	April 30, 2028
Liftnow	COG-2115A	Facilities & MRO, Fleet	Portable Shop Equipment, Lift Equipment Installation + Inspection + Training Services, Vehicle + Truck + Bus Lifts, Vehicle + Truck + Bus Washing Systems, Wheel Service Equipment	CCOG	April 30, 2026	April 30, 2026



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LilyPad EV	2020.05.3-C	Fleet	Electric Vehicle Charging	CCOG	August 31, 2025	August 31, 2025
Lion Electric	R10-1148A	Educational Products & Services, Fleet	Buses, Electric Buses: Type A + C + D, Electric Vehicles	Region 10 ESC	April 30, 2026	April 30, 2028
Lobaki	R10-1157A	Assistive Technology & Services, Educational Products & Services, Information Technology	3D Modeling + Rendering + Animation, Professional Development, Virtual Reality (VR) + Augmented Reality (AR), VR Hardware + Software + Training + Educational Programs	Region 10 ESC	August 31, 2026	August 31, 2028
Lockton	R10-1125A	Enterprise Solutions & Services, HR & Benefits	Employee Benefits Consulting	Region 10 ESC	October 31, 2026	October 31, 2026
Mammoth Sports Construction	COG-2138A	Athletics, Parks & Recreation, Construction, Facilities & MRO	Athletic Facilities Design, Construction + Maintenance, Contractor Services, Design Build Services, Sports Construction, Turn-Key Service	CCOG	December 31, 2026	December 31, 2027
Mannington	COG-2101B	Construction, Facilities & MRO	Flooring	CCOG	October 31, 2025	October 31, 2025
Marsden Services	R10-1167B	Facilities & MRO	Grounds Management Services, Janitorial Services, Operation + Maintenance Services, Security Services	Region 10 ESC	June 30, 2027	June 30, 2029
Mascot Media	R10-1108C	Athletics, Parks & Recreation, Educational Products & Services, Information Technology	Digital Media + Broadcasting, IT: Web + App Development	Region 10 ESC	December 31, 2025	December 31, 2027
MasteryPrep	R10-1158B	Educational Products & Services	Curriculum, Professional Development, Student Counseling, Teaching Materials, Test Preparation, Tutoring + Academic Prep	Region 10 ESC	August 31, 2026	August 31, 2028
McKesson	COG-2107A	Assistive Technology & Services, Personal Protective Equipment, Medical	Laboratory, Mobility Products, Personal Protective Equipment (PPE), Pharmaceutical, Supplies + Equipment, Surgical	CCOG	December 31, 2025	December 31, 2025
Mercury	COG-2122A	Enterprise Solutions & Services, Fleet	Fleet Data Analytics + Service Tools, Fleet Management Consulting, Fleet Solution Acquisition + System Implementation	CCOG	August 31, 2026	August 31, 2026
Meteor Education	EQ-052920-01G	Educational Products & Services, Furniture & Storage	School Furniture, School Storage	Region 10 ESC	August 31, 2025	August 31, 2025
Midstates Recreation	R10-1159B3	Athletics, Parks & Recreation	Outdoor Furnishings, Outdoor Shelters + Sunshades + Amenities + Fitness Equipment, Playground Equipment, Safety Surfacing	Region 10 ESC	December 31, 2026	December 31, 2028
Mohawk Group	COG-2101C	Construction, Facilities & MRO	Flooring	CCOG	October 31, 2025	October 31, 2025
Mohawk Group	COG-2157A	Construction, Facilities & MRO	Commercial Flooring, Flooring	CCOG	October 31, 2028	October 31, 2029
Mohawk Lifts	COG-2115B	Facilities & MRO, Fleet	Portable Shop Equipment, Vehicle + Truck + Bus Lifts, Vehicle + Truck + Bus Washing Systems, Wheel Service Equipment	CCOG	April 30, 2026	April 30, 2026
MRC Smart Technology Solutions	MP-1030	Information Technology, Office Equipment, Services & Supplies	IT: Hardware + Peripherals, IT: Software, Managed Print Services	CCOG	December 31, 2024	December 31, 2024



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Multiquip	COG-2149C	Construction, Fleet	Air Compressors, Compaction, Concrete Finishing + Material Placement + Vibrators + Material Placement + Solutions, Construction + Power + Lighting Equipment, Generators, Masonry, Mixers, Water Pumps + Trailers, Welder Generators	CCOG	August 31, 2027	August 31, 2028
Musco Lighting	COG-2102A	Athletics, Parks & Recreation, Construction, Educational Products & Services, Facilities & MRO	A/V: Lighting + Staging, Lighting, Site Preparation: Athletics, Sports + Stadium Lighting	CCOG	October 31, 2025	October 31, 2025
NAPA Auto Parts	COG-2129B	Fleet	Auto + Truck Parts, Inventory + Circulation Management Solutions	CCOG	April 30, 2026	April 30, 2027
NAPA Integrated Business Solutions	COG-2129B	Fleet	Auto + Truck Parts, Inventory + Circulation Management Solutions, Vendor Managed Inventory (VMI)	CCOG	April 30, 2026	April 30, 2027
National Business Furniture	COG-2152M	Facilities & MRO, Furniture & Storage	Office Furniture, Office Storage	CCOG	December 31, 2027	December 31, 2028
National Car Charging	2020.05.3-A	Fleet	Electric Vehicle Charging	CCOG	August 31, 2025	August 31, 2025
National Public Seating	COG-2152N	Facilities & MRO, Furniture & Storage	Office Furniture, Office Storage, School Furniture, School Storage	CCOG	December 31, 2027	December 31, 2028
National Public Seating	EQ-052920-01H	Facilities & MRO, Furniture & Storage	Office Furniture, Office Storage, School Furniture, School Storage	Region 10 ESC	August 31, 2025	August 31, 2025
Network Distribution®	R10-1138A	Facilities & MRO	Air Filtration + Purification, Floor Care + Cleaning, Foodservice Disposables, Janitorial + Sanitation Supplies	Region 10 ESC	August 31, 2027	August 31, 2027
Network Distribution®	RPS-1020-A	Food & Beverage	Chemicals + Equipment + Supplies, Foodservice Disposables, School Foodservice	RPS	June 30, 2025	June 30, 2029
NetZero USA®	R10-1133C	Construction, Facilities & MRO	Lighting, Lighting Upgrades + Retrofits, New Construction Lighting, Ultraviolet Light Disinfection	Region 10 ESC	April 30, 2025	April 30, 2027
NetZero USA®	R10-1170B	Construction, Facilities & MRO	A/V: Lighting + Staging, Ballasts, Lighting Controls + Sensors, Lighting Upgrades + Retrofits, Lighting: Indoor + Outdoor	Region 10 ESC	October 31, 2027	October 31, 2029
Nevco	COG-2103A	Athletics, Parks & Recreation, Educational Products & Services, Facilities & MRO	A/V: Lighting + Staging, School AV Scoring Solutions	CCOG	October 31, 2025	October 31, 2025
Next Generation Recreation	R10-1159B8	Athletics, Parks & Recreation	Outdoor Furnishings, Outdoor Shelters + Sunshades + Amenities + Fitness Equipment, Playground Equipment, Safety Surfacing	Region 10 ESC	December 31, 2026	December 31, 2028
NGS	R10-1146B	Construction, Educational Products & Services, Facilities & MRO	Breach-Resistant Window Products	Region 10 ESC	December 31, 2027	December 31, 2027
NorthStar Recovery Services	COG-2134C	Construction, Enterprise Solutions & Services, Facilities & MRO	Consumable Materials, Disaster Recovery, Equipment & Vehicle Rental, Rebuild, Remediation, Restoration	CCOG	August 31, 2026	August 31, 2027
Northwest Playground Equipment	R10-1159B4	Athletics, Parks & Recreation	Outdoor Furnishings, Outdoor Shelters + Sunshades + Amenities + Fitness Equipment, Playground Equipment, Safety Surfacing	Region 10 ESC	December 31, 2026	December 31, 2028



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NorvaNivel	COG-2152S	Educational Products & Services, Facilities & MRO, Furniture & Storage	Office Furniture, Office Storage, School Furniture, School Storage	CCOG	December 31, 2027	December 31, 2028
Novatech	R10-1169D	Information Technology, Office Equipment, Services & Supplies	Cloud Solutions, Computer Accessories, Copiers, Cybersecurity Products + Services, Hardware, Managed Cybersecurity Services, Managed Print Services, Multifunctional Devices, Scanners, Software	Region 10 ESC	October 31, 2027	October 31, 2029
ODP Business Solutions	R10-1128A	Educational Products & Services, Furniture & Storage, Information Technology, Office Equipment, Services & Supplies, Personal Protective Equipment	Breakroom Products, Educational Technology, Instructional Resources, IT: Hardware + Peripherals, IT: Integration, IT: Software, Janitorial + Sanitation Supplies, Office Furniture, Office Storage, Office Supplies, Personal Protective Equipment (PPE), School Furniture, School Supplies	Region 10 ESC	February 28, 2027	February 28, 2027
OperationsHERO	COG-2156A	Facilities & MRO, Information Technology	IT: Computerized Maintenance Management System (CMMS), IT: Energy + Event Management, IT: Facilities + Asset Management, IT: SaaS, IT: Software	CCOG	June 30, 2028	June 30, 2029
OPEX	COG-2112A	Enterprise Solutions & Services, Office Equipment, Services & Supplies	Digital Mail Equipment, High Speed Document Scanners, Mail Extraction Desks	CCOG	December 30, 2026	December 31, 2027
OTTO	COG-2113B	Facilities & MRO	Commercial Waste Containers, Janitorial + Sanitation Supplies, Waste Carts + Recycling Bins	CCOG	April 30, 2026	April 30, 2026
Pacific Ink	R10-1171C	Athletics, Parks & Recreation, Educational Products & Services, Facilities & MRO, Furniture & Storage, Information Technology, Office Equipment, Services & Supplies	Cleaning Chemicals + Wipes, Computer Accessories + Peripherals, Cut Sheet Paper, Desks + Workstations + Panels + Tables, Facility Supplies, File Cabinets, Food + Beverage, Foodservice Disposables, Furniture Accessories, Health + Personal Care, IT: Hardware, Office Supplies, Printing Consumables, Safety + Security, Seating, Smallwares + Equipment, Storage + Shelving, Technology, Tools + Specialty Equipment, Towel + Tissue + Washroom	Region 10 ESC	October 31, 2027	October 31, 2029
ParkHub	COG-2154D	Enterprise Solutions & Services, Information Technology	Event Parking + Hardware + Management, Mobile Parking Payment + Aggregation	CCOG	June 30, 2028	June 30, 2029
ParkMobile	COG-2154C	Enterprise Solutions & Services, Information Technology	Mobile Parking Payment	CCOG	June 30, 2028	June 30, 2029
Patriot Construction Management	R10-1129C	Construction, Facilities & MRO	Building Security Products + Services	Region 10 ESC	April 30, 2027	April 30, 2027
PaveConnect	R10-1103A	Construction, Facilities & MRO	Concrete + Asphalt Paving	Region 10 ESC	October 31, 2025	October 31, 2025
Pedagogy Furniture	COG-2152S	Educational Products & Services, Facilities & MRO, Furniture & Storage	Office Furniture, Office Storage, School Furniture, School Storage	CCOG	December 31, 2027	December 31, 2028
Pelican Playgrounds	R10-1159B9	Athletics, Parks & Recreation	Outdoor Furnishings, Outdoor Shelters + Sunshades + Amenities + Fitness Equipment, Playground Equipment, Safety Surfacing	Region 10 ESC	December 31, 2026	December 31, 2028
Peterbilt	COG-2129D	Fleet	Auto + Truck Parts, Medium + Heavy Duty Truck Parts, School Bus Parts, Trailer Parts	CCOG	September 30, 2026	September 30, 2027



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Plante Moran	COG-2127E	Information Technology	Cybersecurity Consulting, Cybersecurity Products + Services	CCOG	April 30, 2026	April 30, 2027
Plante Moran	R10-1126A	Educational Products & Services, Information Technology	Consulting, IT: Capabilities Assessment, IT: Cyber Security, IT: Infrastructure Consulting, IT: Technology Design, IT: Threat Assessment	Region 10 ESC	December 31, 2026	December 31, 2026
Playground Solutions of Texas	R10-1159B5	Athletics, Parks & Recreation	Outdoor Furnishings, Outdoor Shelters + Sunshades + Amenities + Fitness Equipment, Playground Equipment, Safety Surfacing	Region 10 ESC	December 31, 2026	December 31, 2028
Playground Specialists	R10-1159B0	Athletics, Parks & Recreation	Outdoor Furnishings, Outdoor Shelters + Sunshades + Amenities + Fitness Equipment, Safety Surfacing	Region 10 ESC	December 31, 2026	December 31, 2028
Playmore	R10-1159B2	Athletics, Parks & Recreation	Outdoor Furnishings, Outdoor Shelters + Sunshades + Amenities + Fitness Equipment, Playground Equipment, Safety Surfacing	Region 10 ESC	December 31, 2026	December 31, 2028
PowerSchool	COG-2121A	Educational Products & Services, Enterprise Solutions & Services, HR & Benefits, Information Technology	Applicant Tracking, Employee Records, Finance Management Solutions, HR Solutions, IT: ERP, IT: Parental Engagement, IT: SaaS, IT: School District Administration, IT: Student Assessment, IT: Student Enrollment, IT: Student Information Systems, IT: Student Performance, Parental Engagement, Payroll, School District Administration, Student Assessment, Student Enrollment, Student Information Systems, Student Performance, Talent Acquisition	CCOG	August 31, 2026	August 31, 2026
Powr-Flite	R10-1137A	Facilities & MRO	Floor Care + Cleaning, Sweepers + Vacuums + Scrubbers	Region 10 ESC	August 31, 2027	August 31, 2027
PPG	R10-1116A	Facilities & MRO	Adhesives, Paint, Sealants, Stains	Region 10 ESC	April 30, 2026	April 30, 2028
Premium Parking	COG-2154B	Enterprise Solutions & Services, Information Technology	License Plate Recognition, Mobile Parking Payment, PARCS, Parking Enforcement, Permits	CCOG	June 30, 2028	June 30, 2029
PrepScholar	R10-1158C	Educational Products & Services	Curriculum, Professional Development, Student Counseling, Teaching Materials, Test Preparation, Tutoring + Academic Prep	Region 10 ESC	August 31, 2026	August 31, 2028
PRO*ACT	COG-2106A	Food & Beverage	Produce	CCOG	December 31, 2025	December 31, 2025
Progressive Roofing	R10-1172A	Construction, Facilities & MRO	Exterior Surfacing, HVAC + Building Automation, Job Order Contracting (JOC), Roofing, Solar: Procurement + Construction + Installation	Region 10 ESC	December 31, 2027	December 31, 2029
Qualtrics	R10-1163A	Information Technology	Administration Processes, Customer Feedback + Satisfaction, Data Analytics, Educational Software, Evaluations, Experience Management, Surveys	Region 10 ESC	April 30, 2027	April 30, 2029
Rackspace Technology	R10-1111C	Enterprise Solutions & Services, Information Technology	IT: Cloud Services, IT: IaaS, IT: Software, IT: Storage, IT: PaaS, IT: VMware	Region 10 ESC	April 30, 2026	April 30, 2028
Rave Mobile Safety	R10-1147B	Educational Products & Services, Facilities & MRO, Information Technology	Breach-Resistant Window Products, Incident Reporting, Non-Scalable Fencing, Remote Door Lockdown, Safety Notifications + Alerts, School Security, Silent Panic Alert Technology, Situational Awareness Technology	Region 10 ESC	December 31, 2027	December 31, 2027



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RCP Shelters	R10-1159C	Athletics, Parks & Recreation	Outdoor Shelters + Sunshades + Amenities + Pavilions	Region 10 ESC	December 31, 2026	December 31, 2028
ReadyRefresh by Nestle	EQ-052920-02A	Food & Beverage, Personal Protective Equipment	Water Distribution + Dispensers	Region 10 ESC	August 31, 2027	August 31, 2027
Renaissance Institute	R10-1126B	Educational Products & Services, Information Technology	Consulting, IT: Capabilities Assessment, IT: Infrastructure Consulting, IT: Technology Design	Region 10 ESC	December 31, 2026	December 31, 2026
Riddell	COG-2144D	Athletics, Parks & Recreation	Athletic: Supplies + Equipment + Apparel, Equipment Reconditioning Services, Sports Helmets + Pads	CCOG	April 30, 2027	April 30, 2028
RLP Mechanical Contractors, Inc.	R10-1132C	Facilities & MRO, Personal Protective Equipment	Air Filtration, Building Management + Systems, Energy + Performance Contracting, Fire Suppression + Alarm Systems, HVAC + Building Automation, Lighting Upgrades + Retrofits, Security + Access Control, Ultraviolet Light Disinfection	Region 10 ESC	April 30, 2027	April 30, 2027
RS Commercial Construction	R10-1166C	Construction, Facilities & MRO	Construction: Consultant + Procurement + Planning + Oversight, General Contracting Services, Job Order Contracting (JOC)	Region 10 ESC	June 30, 2027	June 30, 2029
RoofConnect	R10-1172B	Construction, Facilities & MRO	Exterior Surfacing, HVAC + Building Automation, Job Order Contracting (JOC), Roofing, Solar: Procurement + Construction + Installation	Region 10 ESC	December 31, 2027	December 31, 2029
RoofConnect (OH)	COG-2133B	Construction, Facilities & MRO	Roofing (Ohio)	CCOG	July 31, 2026	July 31, 2027
RWC Group	R10-1148B	Educational Products & Services, Fleet	Buses: Diesel + Gasoline, Electric Buses: Type A + D	Region 10 ESC	April 30, 2026	April 30, 2028
S-Works	R10-1166D	Construction, Facilities & MRO	Construction: Consultant + Procurement + Planning + Oversight, General Contracting Services, Job Order Contracting (JOC)	Region 10 ESC	June 30, 2027	June 30, 2029
Savoy Contract Furniture™	COG-2152I	Educational Products & Services, Facilities & MRO, Furniture & Storage	Office Furniture, Office Storage, School Furniture, School Storage	CCOG	December 31, 2027	December 31, 2028
School Health Corporation	R10-1131A	Assistive Technology & Services, Athletics, Parks & Recreation, Educational Products & Services, Medical, Personal Protective Equipment	Assistive Technology + Special Education, Athletic Equipment + Supplies, Emergency Preparedness, First Aid, Health + Athletic Room Furnishings, Hearing + Vision + Speech Devices, Hydration, Nutrition, Personal Protective Equipment (PPE), Physical Education (PE) Equipment + Supplies, Rehabilitation + Therapy, Sports Medicine	Region 10 ESC	April 30, 2027	April 30, 2027
School Specialty	COG-2152O	Educational Products & Services, Facilities & MRO, Furniture & Storage	Office Furniture, Office Storage, School Furniture, School Storage	CCOG	December 31, 2027	December 31, 2028
School Specialty	R10-1164D	Educational Products & Services, Furniture & Storage	A/V: Lighting + Staging, Early Learning, Educational Technology, Fitness Equipment, Instructional Resources, Instructor Preparedness + Resources, Office Supplies, Outdoor Furnishings, School Furniture, School Storage, School Supplies	Region 10 ESC	June 30, 2027	June 30, 2029



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SealMaster	COG-2149D	Construction, Fleet	Asphalt Distributors, Bulk Storage Tanks, Seal Coating + Crack Filling Equipment, Sealants	CCOG	August 31, 2027	August 31, 2028
Sedia Systems	R10-1113A	Educational Products & Services, Facilities & MRO, Furniture & Storage	Auditorium: Fixed Seating, Lecture Hall: Fixed Seating + Tables, Seating, Sound Management	Region 10 ESC	April 30, 2026	April 30, 2028
Shamrock Foods	RPS-1010	Food & Beverage	Broadline Food Distribution, Fresh Produce + Dairy + Food + Non-food + Chemicals + Equipment, School Foodservice	RPS	June 30, 2025	June 30, 2029
Shamrock Foods	RPS-1020-B	Food & Beverage	Chemicals + Equipment + Supplies, Foodservice Disposables, School Foodservice	RPS	June 30, 2025	June 30, 2029
Sharp	EQ-013120-01D	Information Technology, Office Equipment, Services & Supplies	IT: Integration, IT: Software	Region 10 ESC	April 30, 2025	April 30, 2027
Sharp	R10-1169E	Office Equipment, Services & Supplies	Cloud Solutions, Computer Accessories, Copiers + Scanners, Cybersecurity Products + Services, IT: Hardware + Software, Managed Cybersecurity Services, Managed Print Services, Multifunctional Devices, Office Products	Region 10 ESC	October 31, 2027	October 31, 2029
Shred-it	COG-2109A	Office Equipment, Services & Supplies	Document Destruction, Shredding	CCOG	December 31, 2025	December 31, 2025
Sika Roofing	COG-2151A	Facilities & MRO	Roofing	CCOG	August 31, 2027	August 31, 2028
Skanska	R10-1166E	Construction, Facilities & MRO	Construction: Consultant + Procurement + Planning + Oversight, General Contracting Services, Job Order Contracting (JOC)	Region 10 ESC	June 30, 2027	June 30, 2029
Snap-on Industrial	R10-1153A	Fleet	Diagnostic + Garage Equipment, Tools, Vehicle Lifts + Maintenance	Region 10 ESC	August 31, 2026	August 31, 2028
Southwest Solutions Group	COG-2152P	Facilities & MRO, Furniture & Storage	Equipment Storage, Office Furniture, Office Storage, School Furniture, School Storage	CCOG	December 31, 2027	December 31, 2028
SP+ Transportation Services	COG-2155A	Fleet	Shuttle + Van + Bus + Charter Services	CCOG	June 30, 2028	June 30, 2029
Spacesaver Corporation	EQ-052920-01I	Athletics, Parks & Recreation, Educational Products & Services, Furniture & Storage	Art + Weapon Racks, Athletic + Healthcare + Museum Storage, Equipment Storage, Evidence Lockers, Library Shelving, School Storage	Region 10 ESC	August 31, 2025	August 31, 2025
SportMaster	COG-2138B	Athletics, Parks & Recreation, Educational Products & Services, Facilities & MRO	Outdoor Sport Court Surfacing, Pickleball, Tennis, Basketball, Track + Roller Hockey, Sport Court Surfacing Maintenance	CCOG	December 31, 2026	December 31, 2027
Star Playgrounds	R10-1159B6	Athletics, Parks & Recreation	Outdoor Furnishings, Outdoor Shelters + Sunshades + Amenities + Fitness Equipment, Playground Equipment, Safety Surfacing	Region 10 ESC	December 31, 2026	December 31, 2028
Stark Tech	R10-1132D	Facilities & MRO, Personal Protective Equipment	Air Filtration, Building Management + Systems, Energy + Performance Contracting, Fire Suppression + Alarm Systems, HVAC + Building Automation, Lighting Upgrades + Retrofits, Security + Access Control, Ultraviolet Light Disinfection	Region 10 ESC	April 30, 2027	April 30, 2027



Contract Portfolio

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Supplier Name	Contract #	Categories	Products & Services Available	Lead Agency	Current Term Through	Renewable Through
Stark Tech	R10-1168B	Facilities & MRO	Building Access + Automation, Building Management + Systems, Fire Protection, Fire Suppression + Alarm Systems, Remote Monitoring, Security + Access Control, Smart Building	Region 10 ESC	June 30, 2027	June 30, 2029
STEMfinity	R10-1164E	Educational Products & Services, Furniture & Storage	3D Modeling + Rendering + Animation, Educational Technology, Instructional Resources, Instructor Preparedness + Resources, School Supplies, STEM Materials, Virtual Reality (VR) + Augmented Reality (AR), VR Hardware + Software + Training + Educational Programs	Region 10 ESC	June 30, 2027	June 30, 2029
STS EDUCATION	R10-1108E	Athletics, Parks & Recreation, Educational Products & Services, Information Technology	Attendance Tracking, Educational Technology, IT: Organization + Communication Tools, IT: Software	Region 10 ESC	December 31, 2025	December 31, 2027
STS EDUCATION	R10-1112A	Athletics, Parks & Recreation, Educational Products & Services, Furniture & Storage, Information Technology	Esports, Esports Consulting, Esports Furniture, IT: Hardware + Peripherals, IT: Software	Region 10 ESC	April 30, 2026	April 30, 2028
Student Nest	R10-1152D	Educational Products & Services	Professional Development, Student Counseling, Tutoring + Academic Prep	Region 10 ESC	April 30, 2026	April 30, 2028
Sunstate Mechanical Services	R10-1136C	Facilities & MRO	Air Filtration + Purification, Air Quality Services, HVAC	Region 10 ESC	August 31, 2027	August 31, 2027
Synergy Disaster Solutions	COG-2125C	Enterprise Solutions & Services	Consulting, Disaster Recovery, Grant Management	CCOG	April 30, 2026	April 30, 2027
Tangram	EQ-052920-01C	Educational Products & Services, Furniture & Storage	School Furniture, School Storage	Region 10 ESC	August 31, 2025	August 31, 2025
Tarkett	COG-2101D	Construction, Facilities & MRO	Flooring	CCOG	November 30, 2025	November 30, 2025
TD SYNnex	EQ-013120-01E	Information Technology	Apple Hardware + Peripherals, IT: Hardware + Peripherals, IT: Integration, IT: Software	Region 10 ESC	April 30, 2025	April 30, 2027
TD SYNnex Public Sector	COG-2127B	Information Technology	Cybersecurity Products + Services	CCOG	April 30, 2026	April 30, 2027
TD SYNnex Public Sector	COG-2139A	Enterprise Solutions & Services, Information Technology	Cloud Solutions, IT: Hardware + Software	CCOG	December 31, 2026	December 31, 2027
TDIndustries	R10-1102B	Construction, Facilities & MRO	Access Control + Security, Building Management + Systems, HVAC + Building Automation	Region 10 ESC	October 31, 2025	October 31, 2027
TDIndustries	R10-1136D	Facilities & MRO	Air Filtration + Purification, Air Quality Services, HVAC	Region 10 ESC	August 31, 2027	August 31, 2027
Tech Logic	R10-1118A	Educational Products & Services, Information Technology	Identity Theft Protection, Inventory + Circulation Management Solutions, Library Management Software, Patron Self-Service Solutions, RFID Tags + Scanners + Barcode Printers	Region 10 ESC	June 30, 2026	June 30, 2028
Tennant	R10-1137B	Facilities & MRO	Floor Care + Cleaning, Sweepers + Vacuums + Scrubbers	Region 10 ESC	August 31, 2027	August 31, 2027



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Supplier Name	Contract #	Categories	Products & Services Available	Lead Agency	Current Term Through	Renewable Through
Terminix Commercial	R10-1151A	Facilities & MRO	Chemicals + Treatments, Insect + Rodent + Pest Control	Region 10 ESC	April 30, 2026	April 30, 2028
Tetra Tech	COG-2125D	Enterprise Solutions & Services	Consulting, Disaster Recovery, Grant Management	CCOG	April 30, 2026	April 30, 2027
The Group	COG-2129E	Fleet	Auto + Truck Parts	CCOG	April 30, 2026	April 30, 2027
The HVAC Company	R10-1132E	Facilities & MRO, Personal Protective Equipment	Air Filtration, Building Management + Systems, Energy + Performance Contracting, Fire Suppression + Alarm Systems, HVAC + Building Automation, Lighting Upgrades + Retrofits, Security + Access Control, Ultraviolet Light Disinfection	Region 10 ESC	April 30, 2027	April 30, 2027
The LandTek Group	COG-2138C	Athletics, Parks & Recreation, Construction, Facilities & MRO	Athletic Facilities Design, Construction + Maintenance, Contractor Services, Design Build Services, Sports Construction, Sports Facility Products + Equipment Distributor, Turn-Key Service	CCOG	December 31, 2026	December 31, 2027
The Library Corporation	R10-1118A	Educational Products & Services, Information Technology	Identity Theft Protection, Inventory + Circulation Management Solutions, Library Management Software, Patron Self-Service Solutions, RFID Tags + Scanners + Barcode Printers	Region 10 ESC	June 30, 2026	June 30, 2028
TK Elevator	EQ-111519-03A	Facilities & MRO	Elevators + Escalators	Region 10 ESC	February 28, 2027	February 28, 2027
Top Line Recreation	R10-1159D	Athletics, Parks & Recreation	Dogs Parks + Equipment, Outdoor Shelters + Sunshades + Amenities + Pavillions, Playground Equipment, Safety Surfacing	Region 10 ESC	December 31, 2026	December 31, 2028
Tornado	R10-1137A	Facilities & MRO	Floor Care + Cleaning, Sweepers + Vacuums + Scrubbers	Region 10 ESC	August 31, 2027	August 31, 2027
Tradesmen International	COG-2148D	HR & Benefits	Trade Labor Staffing	CCOG	August 31, 2027	August 31, 2028
Transact Campus	R10-1107B	Athletics, Parks & Recreation, Educational Products & Services, Enterprise Solutions & Services, Facilities & MRO, Information Technology	Attendance Tracking, Campus Card Management, Digital Campus Administration, Event Ticketing + Management, Meal Plan + Point-of-Sale, Merchant Services, Security, Payment Solutions	Region 10 ESC	December 31, 2025	December 31, 2027
Transfr, Inc.	R10-1157B	Assistive Technology & Services, Educational Products & Services, Information Technology	3D Modeling + Rendering + Animation, Professional Development, Virtual Reality (VR) + Augmented Reality (AR), VR Hardware + Software + Training + Educational Programs	Region 10 ESC	August 31, 2026	August 31, 2028
TransPar Group, Inc.	COG-2122A	Enterprise Solutions & Services, Fleet	Fleet Data Analytics + Service Tools, Fleet Management Consulting, Fleet Solution Acquisition + System Implementation	CCOG	August 31, 2026	August 31, 2026
TRI-LIN Integrated Services	EQ-052920-03C	Assistive Technology & Services, Educational Products & Services, HR & Benefits	Translation Services	Region 10 ESC	August 31, 2025	August 31, 2027
TRP	COG-2129D	Fleet	Auto + Truck Parts, Medium + Heavy Duty Truck Parts, School Bus Parts, Trailer Parts	CCOG	September 30, 2026	September 30, 2027



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Supplier Name	Contract #	Categories	Products & Services Available	Lead Agency	Current Term Through	Renewable Through
True North	R10-1126C	Educational Products & Services, Enterprise Solutions & Services, Information Technology	Bond Programming + Planning, IT: Cyber Security, IT: Risk + Vulnerability Assessment, IT: Technology Design	Region 10 ESC	December 31, 2026	December 31, 2026
Tryfacta	COG-2148E	HR & Benefits	Managed Staffing Services, Staffing + Consulting Services	CCOG	August 31, 2027	August 31, 2028
turnerboone	COG-2152R	Facilities & MRO, Furniture & Storage	Office Furniture, Office Storage, School Furniture, School Storage	CCOG	December 31, 2027	December 31, 2028
Tutor.com	R10-1127B	Assistive Technology & Services, Educational Products & Services, Information Technology	Educational Software, IT: Software, Tutoring + Academic Prep	Region 10 ESC	December 31, 2026	December 31, 2026
TutorMe	R10-1127C	Assistive Technology & Services, Educational Products & Services, Information Technology	Educational Software, IT: Software, Tutoring + Academic Prep	Region 10 ESC	December 31, 2026	December 31, 2026
U.S. Foam & Etch	R10-1160C	Facilities & MRO	Diagnostic + Garage Equipment, Maintenance, Tool Storage + Equipment	Region 10 ESC	December 31, 2026	December 31, 2028
Uber for Business	COG-2155B	Fleet	Non-Emergency Medical Transportation (NEMT): Wheelchair Vans, Rideshare, Shuttle Services	CCOG	June 30, 2028	June 30, 2029
Uber for Business	R10-1162B	Food & Beverage	Catering Services, Online Delivery Platform, Uber Eats	Region 10 ESC	December 31, 2026	December 31, 2028
UltiPlay Parks & Playgrounds	R10-1159B7	Athletics, Parks & Recreation	Outdoor Furnishings, Outdoor Shelters + Sunshades + Amenities + Fitness Equipment, Playground Equipment, Safety Surfacing	Region 10 ESC	December 31, 2026	December 31, 2028
Underwood Distributing	R10-1164C	Educational Products & Services	Calculators, Educational Technology, Instructional Resources, Instructor Preparedness + Resources, School Supplies, STEM Materials	Region 10 ESC	June 30, 2027	June 30, 2029
United Language Group	EQ-052920-03D	Assistive Technology & Services	Interpretation Services, Translation Services	Region 10 ESC	August 31, 2025	August 31, 2027
United Site Services	COG-2126C	Construction, Facilities & MRO	Dumpsters, Portable Restrooms, Sanitation Equipment Rental, Shower Trailers, Temporary Fences	CCOG	April 30, 2026	April 30, 2027
Vanco	R10-1107C	Athletics, Parks & Recreation, Educational Products & Services, Enterprise Solutions & Services	Attendance Tracking, Credit Card Processing, Digital Campus Administration, Donation Management, Event Ticketing + Management, Meal Plan + Point-of-Sale, Merchant Services, Music Program Management, Point-of-Sale Devices, School Lunch Program Management, Payment Solutions	Region 10 ESC	December 31, 2025	December 31, 2027
Vari	COG-2152T	Facilities & MRO, Furniture & Storage	Office Furniture, Office Storage	CCOG	December 31, 2027	December 31, 2028
Veregy	COG-2143C	Construction, Facilities & MRO	Renewable Energy Production, Solar	CCOG	April 30, 2027	April 30, 2028
Veregy	R10-1143D	Construction, Facilities & MRO	Air Filtration, Building Management + Systems, Energy + Performance Contracting, HVAC + Building Automation, Lighting Upgrades + Retrofits, Water Conservation	Region 10 ESC	December 31, 2027	December 31, 2027



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Supplier Name	Contract #	Categories	Products & Services Available	Lead Agency	Current Term Through	Renewable Through
Veregy	R10-1170C	Construction, Facilities & MRO	A/V: Lighting + Staging, Ballasts, Lighting Controls + Sensors, Lighting Upgrades + Retrofits, Lighting: Indoor + Outdoor	Region 10 ESC	October 31, 2027	October 31, 2029
Victor Stanley	R10-1159E	Athletics, Parks & Recreation	Outdoor Amenities + Site Furnishings	Region 10 ESC	December 31, 2026	December 31, 2028
W.B. Mason	COG-2152U	Educational Products & Services, Facilities & MRO, Furniture & Storage	Office Furniture, Office Storage, School Furniture, School Storage	CCOG	December 31, 2027	December 31, 2028
W.B. Mason	R10-1128B	Furniture & Storage, Information Technology, Office Equipment, Services & Supplies, Personal Protective Equipment	Breakroom Products, Instructional Resources, IT: Hardware + Peripherals, IT: Software, Janitorial + Sanitation Supplies, Office Furniture, Office Storage, Office Supplies, Personal Protective Equipment (PPE), School Furniture, School Supplies	Region 10 ESC	February 28, 2027	February 28, 2027
Waibel	R10-1132F	Facilities & MRO, Personal Protective Equipment	Air Quality Services, Building Management + Systems, Energy System Audits, Facility Maintenance, HVAC + Building Automation, Plumbing Services, Security + Access Control	Region 10 ESC	April 30, 2027	April 30, 2027
Waibel (Ohio)	COG-2124A	Facilities & MRO, Personal Protective Equipment	Air Quality Services, Building Management + Systems, Energy System Audits, Facility Maintenance, HVAC + Building Automation, Plumbing Services, Security + Access Control	CCOG	December 31, 2025	December 31, 2026
Watchfire	COG-2103B	Athletics, Parks & Recreation, Educational Products & Services, Facilities & MRO	A/V: Lighting + Staging, School A/V Scoring Solutions	CCOG	October 31, 2025	October 31, 2025
Water Splash	R10-1159F	Athletics, Parks & Recreation	Aquatic Equipment + Accessories, Splash Pads	Region 10 ESC	December 31, 2026	December 31, 2028
West Coast Automation Services	R10-1135D	Facilities & MRO	Building Management + Systems, HVAC + Building Automation, Security + Access Control	Region 10 ESC	August 31, 2027	August 31, 2027
What Drives Winning Education	R10-1152E	Educational Products & Services	Conference Event Motivational Speakers, Leadership Coaching, Professional Development	Region 10 ESC	April 30, 2026	April 30, 2028
Willscot	COG-2105B	Construction, Educational Products & Services, Facilities & MRO, Furniture & Storage	Offices + Trailers + Buildings, Portable Classrooms, Site Preparation, Storage Trailers + Containers, Temporary + Modular Buildings, Trailers + Containers + Structures	CCOG	October 31, 2025	October 31, 2025
Winzer	R10-1160D	Facilities & MRO, Fleet, Office Equipment, Services & Supplies, Personal Protective Equipment	Fasteners + Chemicals + Electrical + Cutting Tools + Abrasives + Fluid Power + Automotive + Material Handling + Safety + Shop Supplies + Hand Tools + Storage Equipment + Welding + Part Washers	Region 10 ESC	December 31, 2026	December 31, 2028
Wright Manufacturing	R10-1165D	Athletics, Parks & Recreation, Facilities & MRO, Fleet	Grounds Care Equipment, Lawn Maintenance, Mowers, Stand-On + Walk-Behind + Sit-Down Commercial Zero Turn Rider Mowers	Region 10 ESC	June 30, 2027	June 30, 2029
World Kinect	COG-2114B	Facilities & MRO	Demand Management, Energy Consulting, Energy Management Services, Energy Procurement, Energy Procurement: Alternative Green Solutions, Energy Procurement: Electricity, Energy Procurement: Natural Gas	CCOG	April 30, 2026	April 30, 2026



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Supplier Name	Contract #	Categories	Products & Services Available	Lead Agency	Current Term Through	Renewable Through
Xpel by Forward Edge	COG-2127D	Information Technology	Cybersecurity Products + Services, Managed Cybersecurity Services	CCOG	April 30, 2026	April 30, 2027
zLink	R10-1114B	Facilities & MRO, Information Technology	IT: Computer Aided Facility Management (CAFM), IT: Computerized Maintenance Management System (CMMS), IT: Facilities + Asset Management, IT: Integrated Workplace Management System (IWMS), IT: SaaS, IT: Software	Region 10 ESC	April 30, 2026	April 30, 2028
Zonar	COG-2123B	Enterprise Solutions & Services, Fleet, Information Technology	Asset Management, Fleet Management Software, GPS Telematics, Integrated Fuel Management, IT: Asset Management, IT: Fleet Management Software, IT: GPS Telematics, IT: SaaS, School Bus GPS Telematics	CCOG	August 31, 2026	August 31, 2026

Agreement Between

*City of San Angelo, Texas and HUB International
For
Benefits Consulting and Actuarial Services*

THIS AGREEMENT, entered into the 1st day of April, 2025, by and between the **City of San Angelo Texas** {herein called 'City'} and **HUB International** (herein called 'HUB') to Benefits Consulting and Actuarial Services for the Employee Benefits Program of the City.

WITNESSETH:

WHEREAS, the City is in need of assistance in the evaluation of the employee health and welfare benefits; and

WHEREAS, HUB has the unique expertise and experience necessary to provide the services; and

WHEREAS, the City desires to contract with HUB to provide actuarial, health and welfare consulting services for the Employee Benefits program;

NOW, THEREFORE, in consideration of the foregoing and other valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties agree as follows:

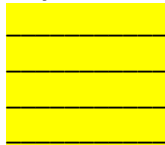
- I. **INDEPENDENT CONTRACTOR RELATIONSHIP** – HUB is an independent contractor and not an employee or servant of the City. Nothing in this Agreement is intended to or shall be construed in any manner as creating or establishing the relationship of employer/employee between the parties. HUB shall at all times remain an independent contractor with respect to the service to be performed under this Agreement. City shall be exempt from payment of unemployment compensation, FICA, retirement, life and/or medical insurance and workers' compensation insurance, as HUB is an independent contractor.
- II. **SCOPE OF SERVICES** – HUB shall provide professional services, in compliance with all applicable federal, state and local laws and regulations relating to the services outlined in the Scope of Services, under **"Exhibit A"**, included in this Agreement.
- III. **COMPENSATION** – City agrees to compensate HUB a fee of \$4,000 per month for Health and Welfare Benefits Consulting from April 1, 2025 through September 30, 2025. Effective October 1, 2025 the fee will be \$4,125 per month (\$49,500 annually). Fees include all expenses and are due and owing are payable to HUB within thirty (30) days of receipt of invoice.

Additionally, HUB would be eligible to collect standard commissions included in non-medical plans/product including dental, vision, life, disability and other employee voluntary program

benefit offerings. HUB will disclose any amounts collected as requested by the City.

- IV. **TIME OF PERFORMANCE** - The term of this Agreement is from April 1, 2025 through March 31, 2026 and will automatically renew annually thereafter. Either party may terminate this Agreement at any time upon giving thirty (60) days written notice of its intention to do so.
- V. **EMPLOYEES** – HUB employees, if any, who perform services for the City under this Agreement shall also be bound by the provisions of this Agreement.
- VI. **ASSIGNMENT** – This Agreement may not be assigned without the prior written consent of the City.
- VII. **NOTICES** – Communication and details concerning this Agreement shall be directed to the following contract representatives:

City of San Angelo, Texas



HUB International:

Brent A. Weegar
Senior Vice President
10000 North Central Expressway, Suite 1200
Dallas, TX 75231

- VIII. **GENERAL COMPLIANCE** - HUB agrees to comply with all applicable federal, state, and local laws and regulations relating to the services provided under this Agreement.
- IX. **INDEPENDENT CONTRACTOR** - Nothing in this Agreement is intended, to or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. HUB shall at all times remain an independent contractor with respect to the services to be performed under this Agreement. City shall be exempt from payment of and Unemployment Compensation, FICA, retirement, life and/or medical insurance, and Workers' Compensation Insurance, as HUB is an independent contractor.
- X. **HOLD HARMLESS** - HUB shall hold harmless, defend and indemnify the City from any and all claims, actions, suits, charges and judgments whatsoever that arise out of HUB' performance or non-performance of the services or subject matter called for in this Agreement.
- XI. **WAIVER OF CONTRACTUAL RIGHT** – The failure of either party to enforce any provision of this agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this agreement.
- XII. **CONSTRUCTION AND VENUE** - This Agreement shall be governed by and construed in accordance with the laws of the state of Texas. The parties hereto hereby irrevocably consent to the exclusive jurisdiction and venue of the courts of the state of Texas, county of Tom Green, for the purposes of all legal proceedings arising out of or relating to this Agreement or the actions that are contemplated hereby.
- XIII. **ENTIRE AGREEMENT** – This agreement contains the entire agreement of the parties, with respect to the subject matter herein, and there are not other agreements whether oral or written. This

agreement supersedes any prior written or oral agreements between the parties.

- XIV. AMENDMENTS** - City or HUB may amend this Agreement, at any time, provided that such amendments make specific reference to the Agreement, and are executed in writing, signed by a duly authorized representative of both organizations and approved by the City's governing body, if necessary.
- XV. SEVERABILITY** - If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
- XVI. APPLICABLE LAW** – This Agreement shall be governed by the laws of the State of Texas; and venue for any action shall be in Tom Green County, Texas.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

City of San Angelo, Texas

HUB International

Signature

Signature

Print

Julian Fontana
Print

Title

Senior Account Executive
Title

Date

Date

EXHIBIT A - SCOPE OF SERVICES

ANALYSIS AND REPORTING

1. Analyze existing coverage and identify or develop cost-saving alternative benefit strategies and plans.
2. Assist in the development of long-range goals and strategies, including making projections of potential savings.
3. Provide actuarial analysis and recommendations based on utilization and performance reports, statistical and/or financial reports, and plan specific data.
4. Assist the CITY in monitoring and analyzing experience trends and providing timely alerts on changing patterns and appropriate recommendations.
5. Provide, maintain, and update comparison reports of other similar sized public and private companies' benefit plan offerings and costs to determine their competitiveness with the CITY's programs.
6. Provide financial and/or performance reviews of fully insured plans and programs.
7. Be available to provide various types of reports as needed, such as costs analysis for benefit changes, and other statistical, financial, forecasting, and trend reports.
8. Assist in preparing overall employee insurance fund budget and projections.
9. Prepare and present reports on trends, new products and audits, as requested.
10. Regularly monitor and evaluate performance measures and guarantees of providers.
11. Provide financial reports and periodic utilization reviews.
12. Maintain full and accurate records with respect to all matters and services provided on behalf of the CITY's benefit plans and programs. Provide CITY staff or officials all spreadsheets, assumptions and calculations upon completion of any project performed on behalf of the CITY's benefit plans and programs.
13. Provide impact analysis, plan options, and strategic recommendations regarding ACA and other required regulatory adjustments.

B. LIAISON AND PROBLEM INTERVENTION

1. Act as liaison between the CITY and insurance providers.
2. Provide day-to-day consultation on plan interpretation and problem resolution.
3. Provide timely customer service and assistance to staff, employees and retirees with issues involving provider billing, claims, vendor service issues/problems, advocacy for services, disputes, interpretation of contracts and services, changes and general troubleshooting.
4. Attendance as needed at meetings with CITY staff, employees and/or retirees to facilitate and assist in the management of the CITY's employee benefit plans.
5. Assist the CITY in proactive mitigation of negative impacts or disruption of services to employees and retirees from benefit and/or provider network changes.

C. COMPLIANCE

1. Assist with ongoing plan administration and ensure that programs are in compliance with State and Federal legislation.
2. Provide on-site training to CITY staff, as needed, regarding regulatory updates, and/or Best Practice seminars for the effective administration of benefit plans.

3. Review and disseminate information to staff on new or revised State and Federal legislation that impacts benefit programs.
4. Assist CITY staff with annual audit to ensure compliance with all mandated reporting and posting/notice requirements for benefit plans.
5. Develop and/or assist in de communication materials and tools for conducting dependent verification audits
6. Conduct compliance audit of CITY's policies and procedures (ACA, COBRA, HIPAA, USERRA, etc.)
7. Assist with single non-profit trust for premium tax purposes (as applicable).

D. ANNUAL RENEWAL PROCESS AND EVALUATION

1. Establish a strategy for benefits, both annually and three to five years in the future. Consider trends, prospective legislations, new delivery systems and geographic health-care practices to make long-term projections.
2. Bid health insurance program and employee and retiree benefits on an "as needed" basis. Review proposals and prepare an analysis of each with recommendations.
3. Review and make cost-saving recommendations regarding the modification of plan design, benefit levels, premiums, communications and quality of current employee and retiree benefit plans.
4. Recommend appropriate plans to ensure that quality and cost-effective benefits are provided by the plans.
5. Provide annual estimates of renewal rates and cost trends and assist CITY staff in preparation of budget figures.
6. Conduct thorough and applicable market research in preparation for contract renewals.
7. Assist in negotiating pricing with administration vendors and insurance carriers on renewals and service modification requests.
8. Represent the CITY in all negotiations with providers on various topics, including, but not limited to, premiums, benefit levels and plan design, performance measures and guarantees, contractual terms and conditions, insurance booklets, premium and copay rates, and quality assurance standards.
9. Make recommendations for items of negotiation with providers, including, but not limited to, benefit levels and plan design, premiums, quality of service, performance measures and guarantees, and return on investment, where applicable.
10. Prepare specifications and compile data, obtain quotes and proposals, negotiate rates and analyze and compare proposals.
11. Review rate proposals to ensure underlying assumptions are appropriate and accurate to the CITY.
12. Provide support for the annual enrollment period, new benefit offerings and/or changes to the existing benefit offerings.
13. Attend, assist with, and coordinate the annual Benefits Fair and Open Enrollment meetings.
14. Assist the CITY with evaluating pre- and post-65 retiree insurance products, conducting RFP process and implementation as needed.

E. OTHER SERVICE REQUIREMENTS

1. Assist in the development of an employee wellness program to improve employee health and reduce employee and retiree health-care costs, both in the short-term and in the long-

term.

2. Recommend and help develop enhancements and improvements for communications specific to the needs of the CITY's employees and retirees
3. Provide timely research and responses to technical questions posed by CITY staff.
4. Provide regular and timely communications needed for the effective administrative of benefit plans.
5. Provide guidance and recommendations on items such as, but not limited to, trends in benefit plans, methods for improving costs containment, financial arrangements and administration.
6. Attend and assist with meetings with the CITY Council, CITY staff and employees.
7. Recommend specific HUB or Carrier sponsored seminars, benefit events and educational forums that would be beneficial to the CITY.
8. Develop and/or assist in developing and evaluating employee/retiree needs and satisfaction surveys.
9. Work collaboratively with other consultants and CITY staff.
10. Manage plan transitions as necessary between insurance providers.
11. Review and evaluate current administrative processes related to enrollment and billing. Recommend and assist with implementation of administrative process enhancements.

Business Associate Agreement

THIS BUSINESS ASSOCIATE AGREEMENT (this “BAA”), dated as of **March 18, 2025**, is entered into by and between **HUB International** (“Business Associate”) and each “health plan” (as defined in 45 CFR 160.103) of **City of San Angelo, TX** (“Plan Sponsor”) that is subject to 45 CFR Parts 160 and 164, Subparts A and E and 45 CFR Parts 160 and 164, Subpart C (each a “Covered Entity”) and on whose behalf this BAA has been executed and delivered. Business Associate and Covered Entity are referred to herein from time to time each individually as a “Party” and collectively as the “Parties.” Capitalized terms used herein but not otherwise defined in this BAA will have the same meaning as the meaning ascribed to such terms in the HIPAA Rules (as defined below).

WHEREAS, pursuant to either (1) one or more services agreements between the Plan Sponsor and Business Associate or (2) if in the absence of such agreements, the broker of record letter designating Business Associate as Plan Sponsor’s insurance broker with respect to the insurance contracts underlying the Covered Entity (in either case, the “Agreements”), Business Associate provides services to Covered Entity that may involve the use, disclosure, transmission, maintenance and/or creation of Protected Health Information; and

WHEREAS, Business Associate and Covered Entity are committed to compliance with the Privacy, Security, Breach Notification and Enforcement Rules of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) at 45 CFR Parts 160 and 164 and any current and future regulations promulgated thereunder (collectively, the “HIPAA Rules”);

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein, and for other good and valuable consideration, the Parties agree as follows:

I. DEFINITIONS

For purposes of this BAA, the following terms shall have the meanings ascribed to them below:

- A. *Breach*. “Breach” shall have the same meaning as the term “breach” in 45 CFR §164.402, subject to all exclusions under 45 CFR §§164.402(1)(i), (ii) and (iii).
- B. *Electronic Protected Health Information*. “Electronic Protected Health Information” or “ePHI” shall have the same meaning as the term “electronic protected health information” in 45 CFR §160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- C. *Electronic Transactions Rule*. “Electronic Transactions Rule” shall mean the final regulations issued by HHS concerning standard transactions and code sets under 45 CFR Parts 160 and 162.
- D. *HHS*. “HHS” shall mean the U.S. Department of Health and Human Services.
- E. *Individual*. “Individual” shall have the same meaning as the term “individual” in 45 CFR § 160.103.

- F. *Protected Health Information*. “Protected Health Information” or “PHI” shall have the same meaning as the term “protected health information” in 45 CFR §160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity, including but not limited to Electronic Protected Health Information.
- G. *Reproductive Health Care*. “Reproductive Health Care” is healthcare that affects the health of an individual in all matters relating to the reproductive system and its functions and processes.
- H. *Required By Law*. “Required by Law” shall have the same meaning as the term “required by law” at 45 CFR §164.103 and the standards imposed at 45 CFR §164.512(a).
- I. *Secretary*. “Secretary” shall mean the Secretary of HHS.
- J. *Security Incident*. “Security Incident” shall have the same meaning as the term “security incident” in 45 CFR §164.304.
- K. *Transaction*. “Transaction” shall have the meaning as the term “transaction” in 45 CFR §160.103.
- L. *Unsecured Protected Health Information*. “Unsecured protected health information” shall have the meaning as the term “unsecured protected health information” in 45 CFR §164.402.

II. OBLIGATIONS OF BUSINESS ASSOCIATE

Business Associate agrees:

- A. Not to use or disclose Protected Health Information other than (i) as permitted or required by this BAA, (ii) as permitted or required to perform its obligations pursuant to the Agreements, or (iii) as Required by Law.
- B. To use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to Electronic Protected Health Information, to prevent the use or disclosure of PHI other than as provided for by this BAA.
- C. To mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this BAA.
- D. To report to the appropriate Covered Entity any use or disclosure of PHI not provided for by this BAA of which it becomes aware and any Successful Security Incident of which Business Associate becomes aware. For purposes of this BAA, a “Successful Security Incident” is any Security Incident that results in unauthorized access, use, disclosure, modification, or destruction of Electronic Protected Health Information of Covered Entity. The parties further stipulate and

agree that this paragraph constitutes notice by Business Associate to Covered Entity with respect to any “Unsuccessful Security Incident,” which is defined for purposes of this BAA as any Security Incident that is not a Successful Security Incident. Covered Entity and Business Associate agree that reporting of Unsuccessful Security Incidents are too numerous to be meaningful or helpful and therefore this BAA constitutes the report from Business Associate that these incidents occur.

- E. In accordance with 45 CFR §§164.502(e)(1)(ii) and 164.308(b)(2), if applicable, to ensure that any subcontractor that creates, receives, maintains or transmits Protected Health Information on behalf of Business Associate agrees to the same restrictions and conditions that apply through this BAA to Business Associate with respect to such PHI. If Business Associate becomes aware of a pattern or practice by the subcontractor that violates such agreement, Business Associate shall take steps to cure the breach or end the violation. If efforts to cure the breach or end the violation are not successful, Business Associate shall terminate its arrangement with the subcontractor, if feasible. If not feasible, Business Associate shall notify Covered Entity of the breach or violation.
- F. To make available, at the request of Covered Entity, and in the form and format designated by such Covered Entity, PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to the requesting Individual or such Individual’s designee, within the time period necessary to meet the requirements under 45 CFR § 164.524; provided, however, that this Section II.F is applicable only to the extent Business Associate is required to maintain a Designated Record Set for the particular Covered Entity pursuant to the terms of the Agreements.
- G. To make any amendment(s) to PHI in a Designated Record Set as directed or agreed to by Covered Entity pursuant to 45 CFR § 164.526, or to take other measures as necessary to satisfy Covered Entity’s obligations under 45 CFR § 164.526; provided, however, that this Section II.G is applicable only to the extent Business Associate is required to maintain a Designated Record Set for the particular Covered Entity pursuant to the terms of the Agreements.
- H. To make applicable internal practices, books and records available to the Secretary or his designee for purposes of the Secretary's determining Business Associate’s compliance with the HIPAA Rules.
- I. To maintain and make available upon request by Covered Entity the information required to provide an accounting of disclosures as necessary to satisfy Covered Entity’s obligations under 45 CFR § 164.528.
- J. Without unreasonable delay and in no case later than sixty (60) days following discovery by Business Associate (except as otherwise required under 45 CFR §164.412), Business Associate will notify Covered Entity in writing of any Breach of Unsecured Protected Health Information. Business Associate shall provide Covered Entity, to the extent known, the identity of each Individual whose

Unsecured Protected Health Information has, or is reasonably believed by Business Associate, to have been affected by the Breach. In addition, Business Associate shall provide to Covered Entity, either at the time it provides notice to Covered Entity of the Breach or promptly thereafter as information becomes available, any other information that Covered Entity is required to include in its notification to an Individual under 45 CFR §164.404(c).

- K. In the event Business Associate transmits or receives a Transaction on behalf of Covered Entity, it shall comply with all provisions of the Electronic Transactions Rule to the extent applicable.
- L. To the extent Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 CFR Part 164, Business Associate shall comply with the requirements of Subpart E that apply to Covered Entity in the performance of such obligation(s).
- M. In its performance of the functions, activities, services, and operations for Covered Entity, Business Associate agrees to make only the minimum necessary uses and disclosures and requests for Protected Health Information.
- N. Business Associate shall not engage in the Sale of Protected Health Information or otherwise directly or indirectly receive direct or indirect remuneration in exchange for the disclosure of Protected Health Information of an Individual, unless Covered Entity or Business Associate has obtained a valid authorization from the Individual, consistent with the requirements under 45 CFR §164.508.
- O. Effective December 23, 2024, to comply under HIPAA regarding privacy protections for PHI related to an individual's Reproductive Health Care. Business Associate will not use or disclose such PHI, which may include information on an individual's identity or health information, if that use or disclosure is for the purposes of a state civil, criminal or administrative investigation, and if the applicable Reproductive Health Care was provided lawfully. If Business Associate receives a request for PHI potentially related to Reproductive Health Care, and the purpose of the request is identified pursuant to 45 CFR § 164.512(d), (e), (f), or (g)(1), it will forward such request to the Covered Entity so that the Covered Entity may obtain a signed written attestation form from the person requesting the PHI that the use or disclosure is not for a prohibited purpose.
- P. Effective February 16, 2026, to comply with the Confidentiality of Substance Use Disorder (SUD) Patient Record Regulations under 42 CFR Part 2 in alignment with HIPAA as it applies to the Business Associate's use or disclosure of the records.

III. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE

Except as otherwise limited in this BAA, Business Associate may:

- A. *Use or disclose* PHI for purposes of performing the functions, activities or services for, or on behalf of, each Covered Entity as specified in the Agreements, provided that such use or disclosure would not violate Subpart E of 45 CFR Part 164 if done by Covered Entity or is permitted under paragraphs B and C below.
- B. *Use* PHI for all appropriate management and administrative functions of Business Associate, or as needed to carry out the legal responsibilities of Business Associate.
- C. *Disclose* PHI for all appropriate management and administrative functions of Business Associate, or as needed to carry out the legal responsibilities of Business Associate, provided that such disclosures are either Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

IV. OBLIGATIONS OF COVERED ENTITY

Each Covered Entity shall:

- A. Provide Business Associate with the notice of privacy practices that Covered Entity produces in accordance with 45 CFR § 164.520, as well as any changes to such notice.
- B. Provide Business Associate with any changes in, or revocation of, permission by an Individual to use or disclose PHI, if such changes affect Business Associate's permitted or required uses and disclosures.
- C. Notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.
- D. Not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Subpart E of 45 CFR Part 164 if done by Covered Entity, except as set forth in Sections III.B and C.
- E. Disclose only the minimum necessary Protected Health Information to Business Associate as may be required for Business Associate to perform its services to Covered Entity, except that Covered Entity will not be obligated to comply with this minimum necessary limitation if neither Business Associate nor Covered Entity is required to limit its use, disclosure or request to the minimum necessary.

V. TERM AND TERMINATION

- A. **Term.** As to each Covered Entity, the term of this BAA shall be effective as of the date set forth above in the first paragraph. This BAA shall terminate on the

date Business Associate ceases to be obligated to perform functions, activities or services for Covered Entity under the Agreements. However, Business Associate's obligations under Articles II, III and V shall survive the termination of this BAA with respect to any PHI so long as it remains in the possession of Business Associate.

B. Termination for Cause. Without limiting the rights of the Parties respecting termination under the Parties' Agreements:

1. **By Covered Entity.** Upon Covered Entity's knowledge of a pattern of an activity or practice of Business Associate that constitutes a material breach or violation of this BAA by Business Associate with respect to PHI maintained for that Covered Entity, such Covered Entity shall provide an opportunity for Business Associate to cure the breach or end the violation. Covered Entity shall terminate this BAA and the Agreements if Business Associate does not cure the breach or end the violation within such reasonable time as is specified by Covered Entity, or immediately terminate this BAA and the Agreements if Business Associate has breached or violated a material term of this BAA and cure is not possible. However, Business Associate's Agreement(s) and the terms of this BAA with respect to any other Covered Entity shall continue to remain in effect until otherwise terminated.
2. **By Business Associate.** Upon Business Associate's knowledge of a pattern of an activity or practice of Covered Entity that constitutes a material breach or violation of this BAA by such Covered Entity, Business Associate shall provide an opportunity for Covered Entity to cure the breach or end the violation. Business Associate shall terminate this BAA and the Agreements with respect to that Covered Entity if Covered Entity does not cure the breach or end the violation within such reasonable time as is specified by Business Associate, or immediately terminate this BAA and the Agreements with respect to that Covered Entity if Covered Entity has breached or violated a material term of this BAA and cure is not possible. However, Business Associate's Agreement(s) and the terms of this BAA with respect to any other Covered Entity shall continue to remain in effect until otherwise terminated.

C. Effect of Termination. Upon termination of this BAA for any reason, Business Associate, with respect to Protected Health Information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, shall:

1. Retain only that PHI which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;

2. Return to Covered Entity or destroy the remaining PHI that Business Associate still maintains in any form;
3. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to Electronic Protected Health Information to prevent use or disclosure of the PHI, other than as provided for in this Section V.C, for as long as Business Associate retains the PHI;
4. Not use or disclose the PHI retained by Business Associate other than for the purposes for which such PHI was retained and subject to the same conditions set out under Sections III.B and III.C which applied prior to termination; and
5. Return to Covered Entity or destroy the PHI retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

VI. MISCELLANEOUS PROVISIONS

- A. **Regulatory References.** A reference in this BAA to a section in the HIPAA Rules means the section as in effect or as amended, and for which compliance is required at the time of the use or disclosure in question. In case a specific regulatory reference used in this BAA changes, as may occur when an enforcement body moves or otherwise changes its numbering system, this BAA shall remain in place and the Parties subject to the BAA shall use all reasonable efforts to discern the correct and applicable reference currently in effect in order to optimally satisfy compliance obligations as set forth under governing law.
- B. **Amendment.** The Parties agree to take appropriate action as necessary to amend this BAA from time to time in order for Covered Entity and Business Associate to comply with the HIPAA Rules. Moreover, to the extent permitted by applicable law, upon the compliance date of any final regulation, or amendment to final regulation promulgated by HHS that affects Business Associate or Covered Entity's obligations under this BAA, this BAA will automatically amend such that the obligations imposed on Business Associate or Covered Entity remain in compliance with the final regulation or amendment to final regulation.
- C. **Survival.** The respective rights and obligations of the Parties to this BAA shall survive the termination of this BAA.
- D. **Governing Law.** This BAA shall be governed by the laws of the State of Texas.
- E. **Notices.** All notices hereunder shall be in writing and delivered by hand, by certified mail, return receipt requested or by overnight delivery. Notices shall be directed to the Parties at their respective addresses set forth below their signature, as appropriate, or at such other addresses as the Parties may from time to time designate in writing.

- F. **Entire Agreement; Modification.** This BAA represents the entire agreement between Business Associate and each Covered Entity relating to the subject matter hereof and supersedes all prior oral and written agreements relating to the subject matter hereof. No provision of this BAA may be modified, except in writing, signed by the Parties.
- G. **No Third Party Beneficiaries.** There shall be no third party beneficiaries to this BAA, and no individual (including an Individual) or entity who is not a party to this BAA shall have any rights in connection with a breach or violation of this BAA.
- H. **Binding Effect.** This BAA shall be binding upon the Parties hereto and their successors and assigns.
- I. **Counterparts and Signature.** This BAA may be executed in any number of counterparts, which, when taken together, shall constitute one original. This BAA may be executed by an electronic or facsimile signature of an authorized representative of the Parties, and any such signature shall be deemed to be an original signature and shall be binding on the Parties to the same extent as if such electronic or facsimile signature were an original signature.
- J. **Interpretation of this Agreement.** Any ambiguity in this BAA shall be resolved in favor of a meaning that permits the Parties to comply with applicable law.

[Remainder of page left intentionally blank]

IN WITNESS WHEREOF, the Parties hereto have caused this BAA to be executed as of the date first above written.

BUSINESS ASSOCIATE: HUB International

By: _____

Name: **Julian Fontana**

Title: **Senior Account Executive**

Address of Business Associate:
10000 N. Central Expressway, Suite 1200
Dallas, TX 75231

For Notices, a copy (which will not constitute notice) shall be sent to:
Hub International Limited
c/o Legal Department
150 North Riverside Plaza, 17th Floor
Chicago, IL 60606

PLAN SPONSOR: City of San Angelo, TX
on behalf of its group health plan as Covered Entity

By: _____

Name: _____

Title: _____

Address of Plan Sponsor:

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Jeffrey Tomlinson, Purchasing Manager, Purchasing

Meeting Date: March 18, 2025

Item type: Consent Item

Caption:

Consider a resolution adopting the March 2025 Purchasing Policy (Jeff Tomlinson)

Staff Recommendation:

Approve

Summary/History:

Key changes to the policy impacting Council:

- Added additional Federal Guidelines for purchases using grant/federal funds. This is bringing the policy up to the industry standard and will ensure we remain eligible for state and federal grants.

Key changes impacting Vendors:

- None except if the vendor is bidding or submitting a proposal on a project using federal or grant funds

Key changes impacting Staff:

- Clarifies division responsibilities for Purchasing in general
- Clarifies division responsibilities for Purchasing computers/ other technology purchases
- Clarifies that City Manager signs all agreements equal to or over \$25,000.01 and Department Director/Managers can sign agreements equal to or under \$25,000 (This is already a current process adopted by City Attorney.)
- Clarifies division responsibilities for HUB quotes to (2) instead of (3) per sec 252.0215 Local Govt Code.

Purchasing Manager reserves the right to update document formatting and non-financially impacting language.

New purchasing policy effective date is the date of resolution approval.

Funding Source(s):

Financial Impact:

No financial impact for updating the Purchasing Policy.

Other Information/Recommendation:

Attachments:

- | | | |
|----|--|---|
| 1. | Resolution Adopting 2025 Purchasing Policy | Resolution Adopting 2025 Purchasing Policy.docx |
| 2. | Purchasing Policy 2025 | Purchasing Policy 2025.docx |

Presentation:

Jeffrey Tomlinson

Approvals/Reviews:

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

RESOLUTION # _____

**RESOLUTION OF THE CITY OF SAN ANGELO, TEXAS
UPDATING AND ADOPTING THE PURCHASING POLICY**

WHEREAS, the Code of Ordinances as amended June 20, 2017, requires the City to adopt a purchasing policy to govern purchases in amounts less than the amount required by state law to be competitively bid (“Purchasing Policy”); and

WHEREAS, City Council has adopted a Purchasing Policy as required by the Code of Ordinances; and

WHEREAS, City Council desires to update the Purchasing Policy as reflected in Exhibit “A” attached hereto.

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

That the City Council adopts the updated Purchasing Policy attached hereto as Exhibit “A” pursuant to the Code of Ordinances, as the Purchasing Policy of the City effective on the date of this resolution.

PASSED AND APPROVED by the City Council of the City of San Angelo, Texas this 18th day of March, 2025.

ATTEST:

CITY OF SAN ANGELO, TEXAS

Brenda Gunter, Mayor

Heather Stastny, City Clerk

APPROVED AS TO FORM:

Brandon Dyson, Interim City Attorney



City of San Angelo
Purchasing Division

PURCHASING POLICY AND PROCEDURES MANUAL

Revised March 2025

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1. ABOUT PURCHASING

1.1. MISSION STATEMENT

To issue Purchase Orders, provide best value to citizens, ensure financially responsible purchasing decisions are made by City staff, and adhere to all federal, state, and local purchasing guidelines.

1.2. CODE OF ETHICS

The public must have confidence in the integrity of its government. The purpose of this Code of Ethics is to guide all employees engaged in the purchasing function so they may conduct themselves in an ethical manner that will represent the best interest of the City of San Angelo and its citizens.

Proper operation of the City Purchasing Division and City employees engaged in purchasing activities requires that:

- Actions of employees be impartial and fair.
- Decisions and policies are made in the proper channels of government structure.
- Public employment is not used for personal gain.
- Employees engaged in purchasing functions shall not solicit, accept, or agree to accept any gratuity for themselves, their families or others that results in personal gain that may affect their impartiality in making decisions on the job. Discounts or concessions realistically available to the general population, items received that do not result in personal gain, and samples for general City use are examples of items that are not considered gratuities.
- Personal judgment should be used. Any questions regarding particular scenarios should be referred to each employee's manager.

1.3. GOALS

To ensure compliance with federal, state and local purchasing laws.

To protect and enhance the reputation of the City of San Angelo and its employees.

To treat all citizens equally with courtesy and impartiality, and refrain from granting any special advantage to any citizen beyond what is available to all citizens.

To provide efficient, productive, and economic service to the public.

To avoid real or potential conflicts between private and public duties, remembering that the public interest must be the principal concern.

To keep confidential all information acquired by reason of one's position which may be used for personal or financial gain for the employee or other persons.

To refrain from securing special privileges or exceptions for themselves or other persons that are not available to all citizens.

To avoid receiving, soliciting or otherwise obtaining anything of value that is greater than "nominal intrinsic value" from any public official, employee, vendor, or citizen that is intended to influence the performance of official duties.

To disclose to the appropriate authority the nature and extent of any financial or personal interest in a City contract, legislation, or in any type of transaction involving the City, when participating in the development of, or giving an official opinion on, the item.

2. METHODS TO PURCHASE

2.1. PURCHASE ORDERS (PO)

A Purchase Order is a document that authorizes a purchase transaction. When accepted by the seller, it becomes a contract binding both parties. A Purchase Order sets forth the descriptions, quantities, prices, discounts, payment terms, date of performance or shipment, other associated terms and conditions, and identifies a specific seller.

2.1.1. BLANKET PURCHASE ORDERS (BPO)

Blanket Purchase Orders are generally issued for small routine purchases, such as supplies. A Blanket Purchase Order can be issued for purchases of \$3,000.00 or less, to cover items necessary for repair of unforeseen damage to equipment, machinery or property.

If you need a Blanket Purchase Order, enter a requisition into NAVILINE In the requisition comments field, notate BPO, provide an explanation, and list the co-op details or bid/contract number, if available.

Note: If funding is to be encumbered, you should not use a Blanket Purchase Order. A BPO will not encumber funds.

2.1.2. INVERTED PURCHASE ORDERS

Inverted Purchase Orders are used for contracts where more than one payment will be made. For example, construction contracts, utilities, equipment leasing, etc. To create an Inverted Purchase Order, simply enter the contract value in the "QTY" field and \$1.00 in the "Unit Cost" field.

2.2. PURCHASING CARDS (P-CARDS)

Using a City issued P-card is approved as a payment method for all non-contracted purchases \$500.00 or less due to the low processing cost, faster payment to vendors, and rebate program. All City purchasing policies regarding quote/bid requirements apply. Proof of quote compliance must be attached to the monthly reconciliation packet. See P-card policy for complete details.

3. PURCHASE AMOUNTS AND APPROVALS

The lowest responsive quote that the department intends to use for purchase dictates which price threshold regulations apply. If the department begins the process and the lowest quote exceeds \$25,000.00, the quotes must be disregarded, and the Purchasing Manager must be contacted to begin the appropriate process.

3.1. QUOTE/BID REQUIREMENTS

	\$0-\$3,000.00	\$3,000.01-\$15,000.00	\$15,000.01-\$25,000.00	\$25,000.01-\$50,000.00	\$50,000.01+	\$100,000.01+
Quotes	1 Quote	3 Quotes 2 <i>HUB</i> (Verbal)	3 Quotes Vendor Signed 2 <i>HUB</i> (Written)	Contact Purchasing	Contact Purchasing	Contact Purchasing
Supporting Documentation				City Manager RQ Form	City Manager RQ Form Council Minutes	City Manager RQ Form Council Minutes
Naviline Approvals	Division Manager	Division Manager	Department Director	City Manager	City Council	City Council
Construction Bonds					Payment Bond	Performance & Payment Bonds

* All work on City property requires a contract signed by appropriate authorities (which requires certificates of insurance)

3.2. PURCHASES \$3,000.00 OR LESS

A Supervisor, Division Manager, Director, Assistant City Manager, or the City Manager may authorize expenditures up to \$3,000.00 under the following procedures:

- A. The Department Director or their designee should select the vendor who will afford the City the best price/value. If the approximate price of a purchase is unknown, multiple quotes should be solicited.
- B. A Purchase Order must be issued prior to purchase.

- C. P-cards are only approved for single transactions of \$500.00 or less.

3.3. PURCHASES \$3,000.01 TO \$15,000.00

A Division Manager, Director, Assistant City Manager, or the City Manager may authorize expenditures up to \$15,000.00 under the following procedures:

- A. Prices shall be solicited from three or more vendors, recorded on the Quote Form from the extranet, and included in the quote section of the NAVILINE purchase requisition. Quotations must include the cost of freight.
- B. The business name and name of the person giving the price quote must be recorded on the purchase requisition for in person, phone, or email quotes. Internet quotes should be entered into the comments section of the purchase requisition with the business name and company's web address. Quotation documentation must be kept on file by the department soliciting quotes.
- C. Quotes must be solicited from two or more historically underutilized businesses (HUBs) within Tom Green County for purchases from \$3,000.01 to \$50,000.00. If there are no HUB vendors, note that in the requisition comments.
- D. A Purchase Order must be issued prior to purchase.
- E. All other federal, state, and city purchasing laws, as well as, procedures and requirements adopted by the City Council, must be complied with by City staff.

3.4. PURCHASES \$15,000.01 TO \$25,000.00

A Department Director, Assistant City Manager, or the City Manager may authorize expenditures up to \$25,000.00 under the following procedures:

- A. Three or more written quotes signed by the vendor must be received and recorded in the "Quote" section of the NAVILINE purchase requisition. Quotations must include the cost of freight.
- B. The business name and name of the person giving the price quote must be recorded on the purchase requisition for in person, phone, or email quotes. Internet quotes should be entered into the comments section of the purchase requisition with the business name and company's web address. Quotation documentation must be kept on file by the department soliciting quotes.
- C. Quotes must be solicited from two or more HUBs within Tom Green County for purchases from \$3,000.01 to \$50,000.00. If there are no HUB vendors, note that in the requisition comments.
- D. A Purchase Order must be issued prior to purchase.
- E. All other federal, state, and city purchasing laws, as well as, procedures and requirements adopted by the City Council, must be complied with by City staff.

3.5. PURCHASES \$25,000.01 TO \$50,000.00

An Assistant City Manager or the City Manager may authorize expenditures up to \$50,000.00 under the following procedures:

- A. Signed price quotations must be solicited by Purchasing in writing from three or more vendors for purchases in this price range. All quote documentation must be retained by the Purchasing Division pursuant to the City of San Angelo record retention program.
- B. Quotes must be solicited from two or more HUBs within Tom Green County for purchases from \$3,000.01 to \$50,000.00. If there are no HUB vendors, note that in the requisition comments.
- C. No purchase subject to this subsection shall be authorized until the CMO Requisition Approval Form (on the extranet) is signed by the Purchasing Manager, Finance Director, and City Manager's Office.
- D. A Purchase Order must be issued prior to purchase.
- E. All other federal, state, and city purchasing laws, as well as, procedures and requirements adopted by the City Council, must be complied with by City staff.

3.6. FORMAL PURCHASES (\$50,000.01 OR MORE)

The City Council must vote to authorize purchases \$50,000.01 or more under the following procedures:

- A. All formal competitive bids, proposals, and qualifications must be processed through the Purchasing Division.

- B. Solicitations must be advertised in the local newspaper.
- C. All formal bid and proposal documentation must be retained by the Purchasing Division pursuant to the City of San Angelo record retention program.
- D. No purchase subject to this subsection shall be authorized until the CMO Requisition Approval Form (on the extranet) is signed by the respective Department Director, Purchasing Manager, Finance Director, and City Manager's Office.
- E. A Purchase Order must be issued prior to purchase.
- F. All other federal, state, and city purchasing laws, as well as, procedures and requirements adopted by the City Council, must be complied with by City staff.

Note: Separate, component, or sequential purchases made in order to avoid the competitive bidding requirement are prohibited by Texas law.

The responsibilities for the bidding process are shared by Purchasing and the department requesting goods or services.

3.6.1. DIVISION RESPONSIBILITIES

1. Determine the need.
2. Verify budget funding. If necessary, obtain and complete a budget amendment. Contact the Budget Division for assistance.
3. Complete and submit an online RFx Request Form (from the extranet) to Purchasing with the following attachments:
 - a. Scope of work
 - b. Special terms and conditions
 - c. Selection criteria and weighting (RFP and RFQs only)
 - d. Specifications
 - e. Drawings (if applicable)
 - f. Liquidated damages worksheet
 - g. Proposed bid form
 - h. Potential vendors
4. Perform final review of RFx documents and be prepared to answer questions from vendors routed by Purchasing via email while RFx is published.
5. Attend pre-bid conferences, if applicable, to answer vendors' questions.
6. Once submissions are opened, begin following the steps in Finalizing the RFx Process (on the extranet). Sample bid award and other letters are included in this document.
 - a. Review responses; make a selection with review committee using Bonfire
 - b. Ensure all committee members complete a Conflict of Interest Form (included on Bonfire)
 - c. Ensure the vendor is not debarred on www.sam.gov and print results
 - d. Prepare the item for City Council
 - e. Send the vendor a Notice of Intent to Award
 - f. Work with Purchasing to finalize a contract
 - g. For new vendors, contact Accounting to create a vendor number
 - h. Enter in Requisition for Purchase before Submitting Council Item in CivicPlus.
7. Following approval by City Council, continue following the steps in Finalizing the RFx Process.
 - a. Submit a purchase requisition (with CMO Requisition Approval Form)
 - b. Send the vendor a Notice of Award and assist if needed obtaining Form 1295
 - c. Obtain vendor's Certificate of Insurance
 - d. Collect bonds
 - e. Send the vendor a Formal Notice to Proceed
8. Administer bid for the life of the contract
 - a. Set up a preconstruction meeting
 - b. Monitor price increase requests, lapses in insurance coverage, bonding, etc.
 - c. Work with vendor for any Task Order or Change Order requests; forms available on the extranet
 - d. Monitor vendor performance through progress meetings/status reports

- i. If performance issues arise, contact Purchasing and the City Attorney. All actions taken (requests for remediation, etc.) must be documented. The vendor shall be given the opportunity to correct any issues, and if necessary, the Vendor Performance Form located on the extranet should be completed and sent to the vendor (copies to Purchasing and City Attorney).

3.6.2. PURCHASING RESPONSIBILITIES

1. Receive RFx Request Form and other required documents from division
2. Obtain the required insurance coverage amounts from the Risk Management Division
3. Assemble bid/proposal package
4. Establish pre-bid date and location and opening date
5. Place ads in newspaper and upload all documents to Bonfire
6. Distribute RFx invitations to potential vendors via Bonfire
7. Coordinate any questions/responses from vendors and division and publish any required addenda
8. Conduct RFx opening
9. Tabulate bid results and verify responsiveness
10. Review City Council agenda item and related attachments
11. Provide support to divisions at City Council during contract award proceedings
12. Request Form 1295 from the selected vendor
13. Assist divisions with issuance of Purchase Order, Inverted Purchase Order, or Blanket Purchase Order. Regular Purchase Orders must be used for one-time payment contracts and Inverted Purchase Orders must be used when a contract requires payments over time. Blanket Purchase Orders should not be used for most contracts as they do not encumber budgeted funds. Multiyear contracts may require multiple annual Purchase Orders.

3.6.3. GENERAL

3.6.3.1. NOTICE REQUIREMENTS

Tex. Gov't Code § 2269.052

A governmental entity shall advertise or publish notice of requests for bids, proposals, or qualifications in a manner prescribed by law. Notices are, at a minimum, required to be advertised in the local newspaper once a week for two consecutive weeks with the submission date no earlier than 14 days from the first publication date.

3.6.3.2. RESTRICTIONS ON COMMUNICATIONS

Requests for bids/proposals will contain a "Restrictions On Communications" section requesting vendors not to communicate with: 1) elected City officials and their staff regarding the solicitation from the time it has been released until the contract is posted as a City Council agenda item; and 2) City employees from the time the solicitation 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 solicitation or response submitted by the vendor. All communications should be directed to the Purchasing Division to ensure all vendors are treated equally. Changes or clarifications to the original publicized documents are only binding when communicated through a written addendum.

3.6.3.3. DISQUALIFICATIONS

**Loc. Gov't Code § 252.0436*

Vendors may be disqualified from the bidding process for any of the following reasons:

- The vendor is indebted to the City*;
- The vendor is involved in any litigation against the City of San Angelo;
- The vendor is in arrears on any existing contract or has defaulted on a previous contract with the City;
- The vendor is debarred, suspended, terminated, or otherwise excluded from or ineligible covered transactions by any federal, state, or local government entity or agency;
- The bid is not received by the bid submittal deadline;
- The bid is not executed by a person authorized to enter into a contract binding on the vendor; or,
- The Bid Bond is not submitted by the bid submittal deadline or is not in the name of vendor submitting a bid.

3.6.3.4. EVALUATION / SELECTION COMMITTEES AND DUTIES

Serving on an evaluation committee is a commitment to the City to evaluate a proposal in a fair and unbiased manner. Committee members have the following duties:

- Complete a Conflict of Interest Form
- Attend all committee meetings
- Read the RFX and all addenda to acquaint yourself with the nature of the requested goods or services
- Read all vendor responses fully
- Render a fair and impartial evaluation based exclusively upon the evaluation criteria as published in the RFP/RFQ utilizing:
 - The contents of the vendors' proposals;
 - Information gained from clarification of proposals;
 - Oral presentations; and
 - Other legitimate sources of reference.
- Keep all information contained in the submission or obtained during the evaluation process confidential (all information must be available publicly upon award of the contract)

3.6.3.5. SPECIAL CONSIDERATIONS

3.6.3.5.1. LOCAL BUSINESS PREFERENCE CONSIDERATION (BIDS)

Loc. Gov't Code § 271.9051

3.6.3.5.1.1. GOODS AND SERVICES LESS THAN \$500,000.00

In purchasing any real property, personal property that is not affixed to real property, or services, if a municipality receives one or more bids from a vendor whose principal place of business is in the City and whose bid is within **five percent (5%)** of the lowest price received from a vendor who is not a resident of the City, the City may enter into a contract with:

- (1) the lowest bidder; or
- (2) the bidder whose principal place of business is within the City Limits if the governing body determines, in writing, that the local bidder offers the best combination of contract price and additional economic development opportunities created by the contract award, including the employment of residents of the City and increased tax revenues to the local government.

3.6.3.5.1.2. GOODS AND SERVICES \$500,000.00 OR MORE

In purchasing any real property, personal property that is not affixed to real property, or services, if a municipality receives one or more bids from a vendor whose principal place of business is in the City and whose bid is within **three percent (3%)** of the lowest price received from a vendor who is not a resident of the City, the City may enter into a contract with:

- (1) the lowest bidder; or
- (2) the bidder whose principal place of business is within the City Limits if the governing body determines, in writing, that the local bidder offers the best combination of contract price and additional economic development opportunities created by the contract award, including the employment of residents of the City and increased tax revenues to the local government.

3.6.3.5.1.3. AWARDS FOR CONSTRUCTION CONTRACTS LESS THAN \$100,000.00

In purchasing any real property, personal property that is not affixed to real property, or services, if a city receives one or more bids from a vendor whose principal place of business is in the city and whose bid is within **five percent (5%)** of the lowest price received from a vendor who is not a resident, the City may enter into a contract for construction services in an amount of less than \$100,000 with:

- (1) the lowest bidder; or
- (2) the bidder whose principal place of business is within the City Limits if the governing body determines, in writing, that the local bidder offers the best combination of contract price and additional economic development opportunities created by the contract award, including the employment of residents of the City and increased tax revenues to the local government.

LOCAL PREFERENCE SUMMARY

Contract Amount	Goods	General Services	Construction Contracts
< \$ 100,000.00	5%	5%	5%
\$ 100,000.00 - \$ 499,999.99	5%	5%	see below
\$ 500,000.00+	3%	3%	see below

3.6.3.5.2. TEXAS VS. OUT-OF-STATE VENDORS

Tex. Gov't Code § 2252.002

Texas law requires that out-of-state vendors, who reside in states that grant their residents a preference for in-state purchases, be evaluated in the same manner that a Texas vendor would be evaluated in the other vendor's home state.

A vendor's home state is determined by the location of its principal place of business. A vendor whose ultimate parent company or majority owner has its principal place of business in Texas would be considered a Texas vendor. Chapter 2252 does not apply to contracts involving federal funds.

In order to be awarded a contract as low bidder, an out-of-state vendor must bid at an amount lower than the lowest Texas resident vendor by the same amount that a Texas resident vendor would be required to underbid a comparable contract in the state in which the out-of-state vendor's principal place of business is located.

In summary, the City must give a preference to in-state vendors if there is an out-of-state vendor that has bid on the contract, if that vendor is located in a state that discriminates against out-of-state vendors in its bid awards. In a bidding situation, if an out-of-state vendor's home state grants a **preference** to its resident vendors, an equal **penalty** is added to the nonresident vendor's proposal when bidding in Texas. The action is opposite, a preference becomes a penalty, but the amount is equal.

3.6.3.6. AWARD OF CONTRACT (FORMAL PURCHASES)

For Request for Proposals/Qualifications, the details of submissions received are not released to the public until after the contract is awarded by the City Council. This is to protect the interests of the City in situations where staff may wish to withhold information in order to obtain more favorable offers during negotiations. It is not designed to protect the interests of private parties that submit information.

The following are exceptions:

1. For Request for Proposals relating to construction projects, if pricing is requested in the published material, the prices must be publicly read aloud.
2. It does not apply when a single individual or entity is seeking a contract as there are no "competitors" for the contract.
3. Any portions of submissions that contain trade secrets or other commercial or financial information must be withheld and kept confidential by law.
4. For Request for Bids, the bid tabulation is posted prior to the award by Council.

When a selection committee is used, all scoring sheets, summary sheets, committee worksheets, etc. must be kept by the divisions and available to the public following the bid award.

All requests for information, before and after the award of contract, should be referred to the City Clerk's office as a formal Public Information Request.

3.6.3.7. PROTEST, REVIEW, AND APPEAL

When awards are not made to the lowest bidder, the facts and the basis for the award decision must be well documented and such documentation must remain available for public review.

Unsuccessful vendors wishing to protest an award are required to furnish sufficient evidence to challenge the decision within five business days of the award of the bid by the City Council. Review of the bid challenge will be

made by the City Manager and their decision will be final. The City can continue with the bid award while awaiting a final decision on the appeal process.

4. EXCEPTIONS TO QUOTE REQUIREMENTS

4.1. WAIVER OF BID OR QUOTE REQUIREMENTS

Loc. Gov't Code § 252.022

The following items do not require bids/quotes to be obtained:

- A. Advertising, other than legal notices.
- B. Items that are available from only one source because of patents, copyrights, secret processes, or natural monopolies.
- C. Films, manuscripts, or books.
- D. Gas, water, and other utility services.
- E. Captive replacement parts or components for equipment.
- F. Books, papers, and other library materials for a public library that are available only from the persons holding exclusive distribution rights to the materials.
- G. Management services provided by a nonprofit organization to a municipal museum, park, zoo, or other facility to which the organization has provided significant financial or other benefits.
- H. Products that are purchased to be resold to the public.
- I. Services and goods produced by blind or disabled persons.

4.2. SOLE SOURCE PURCHASES

Loc. Gov't Code § 252.022

On a case-by-case basis, bid or quote requirements may be waived due to a purchase being sole source. A sole source is a good or service that is only available from one vendor in the marketplace.

A sole source purchase may be approved if the vendor completes and returns the Sole Source Affidavit stating that they satisfy one of the following requirements:

- A. An item for which competition is precluded because of the existence of a patent, copyright, secret process, or monopoly;
- B. A film, manuscript, or book;
- C. A captive replacement part or component for equipment.

Sole Source Affidavits (on the extranet) must be renewed annually and follow the regular approval flow established by the City.

4.3. COOPERATIVE PURCHASES

Bid or quote requirements may be waived if the purchase is made through a purchasing cooperative. City Council has the authority to approve admission into a new cooperative by resolution. Below is a current list of cooperatives the City is a member of, please contact Purchasing for further information:

- BuyBoard
- General Services Administration (GSA) (some federal restrictions apply)
- Houston-Galveston Area Council of Governments (HGAC)
- Sourcewell
- National Purchasing Partners (NPP)
- Texas Cooperative Purchasing Network (TCPN)/ National Intergovernmental Purchasing Alliance (National IPA)
- Texas Department of Information Resources (DIR)
- The Interlocal Purchasing System (TIPS)
- Texas Multiple Award Schedule (TXMAS)
- Texas SmartBuy
- Omnia Partners (Formerly National IPA, US Communities, TCPN)
- Equalis Group

4.4. INTERGOVERNMENTAL PURCHASES

The Texas Local Government Code permits the City to utilize other entities' contracts without going to bid, when the following criteria are met:

- An Interlocal Agreement, approved by the City Council and signed by both parties, must be on file in the City Clerk's Office.
- The contract must have an active period of performance.
- The purchase was advertised and competitively bid.
- The governmental entity, and the vendor, must be willing to share their contract pricing.
- A copy of the contract relating to the purchase, if applicable, must be reviewed by the City Attorney's office.

83rd Legislature House Bill 1050

- The purchase must not be construction-related goods or services in an amount greater than \$50,000.00 unless a person designated by the City certifies in writing that: (a) the project for which the construction-related goods or services are being procured does not require the preparation of plans and specifications by an architect or engineer under current law; or (b) the plans and specifications required by an architect or engineer under current law have already been prepared.
- If \$50,000.01 or more, the purchase must be approved by City Council.
- The current contract number, entity, and expiration date must appear on the purchase requisition and Purchase Order.

5. TYPES OF FORMAL SOLICITATIONS

5.1. REQUEST FOR BIDS (RFB)

State Law allows municipalities to utilize various methods of procurement to obtain the services or products that we may require. Those methods are:

5.1.1. LOWEST BID

This is the traditional method of obtaining goods and services where price is the only factor used to determine the contract award. This method should only be used for non-complex specifications (simple products).

5.1.2. LOWEST RESPONSIBLE BIDDER

This method is commonly used for the purchase of goods and services in order to make a selection based on factors other than pricing. The “Lowest Responsible Bidder” is one who submits the lowest bid and who has proven themselves capable of performing a contract and/or appears financially and technically capable of adequately performing the contract. The selection criteria must be published in the RFB.

In determining if a bidder is “responsible” the following may be considered:

- A. Price
- B. Record of federal, state or local governmental entity suspension, termination or debarment
- C. References
- D. Safety record
- E. Vendor’s past relationship with the City
- F. Any relevant criteria specifically listed in the RFB

5.1.3. BEST VALUE

In determining best value, the following criteria may be considered:

- A. Purchase price.
- B. Reputation of the vendor and vendor’s goods and services.
- C. Quality of the vendor’s goods and services.
- D. Extent to which goods and services meet the City’s needs.
- E. Vendor’s past relationship with the City.
- F. Impact on the City’s ability to comply with laws and rules relating to contracting with HUBs and nonprofit organizations employing persons with disabilities.
- G. Total long-term cost to the City to acquire the vendor’s goods and services.

5.2. REQUEST FOR PROPOSALS (RFP)

A procurement method where the City requests proposals based on the scope of work provided, ranks the vendors, negotiates a contract, and then awards the project to the vendor that offers the best overall proposal. The selection criteria must be published and should include specific factors for selecting vendors, e.g., pricing, references, financial stability, local experience, etc.

5.3. REQUEST FOR QUALIFICATIONS (RFQ)

A procurement method where the City requests vendor qualifications based on the scope of work provided (no pricing/cost information can be requested), ranks the vendors, negotiates a contract, and then awards the contract to most qualified vendor. The selection criteria must be published and should include specific factors for selecting vendors, e.g., qualifications, references, financial stability, local experience, etc. Any vendor that provides pricing/cost information will be disqualified.

6. SPECIFIC PURCHASE TYPES

6.1. CONSTRUCTION

Tex. Gov't Code § 2269

All work on City property requires a contract signed by the City Manager and certificates of insurance. The department must prove that using an alternative method is the best value for the City. Unless prior authorization is given by City Council to use an alternative method, the City must use the Lowest Responsible Bid method for construction purchases. If a variance is approved by City Council, the City may use the construction manager-agent, construction manager-at-risk, design-build, job order contract, or request for competitive sealed proposal methods in lieu of standard competitive bidding.

These alternative delivery methods have some advantages over traditional competitive bidding since subjective considerations can be taken into account. When subjective criteria is used in the selection process, the City has greater flexibility to choose vendors that can provide maximum quality on every project. Further, alternative delivery systems are advantageous on projects where time, flexibility, and/or innovation is critical. The downside is that the selection process usually takes longer.

Purchasing can assist in selecting the best method for each project.

6.1.1. CONSTRUCTION MANAGER-AGENT (CMA)

The construction manager-agent method allows the City to employ an agent to oversee a project on its behalf. The “agent” which is hired by the City is known as the CMA. Typically, the CMA will be a general contractor, architect, or engineer with experience constructing the type of project the City is building. The CMA manages the project for the City during the design and construction phase.

6.1.2. CONSTRUCTION MANAGER-AT-RISK (CMAR)

Construction manager-at-risk is a delivery method by which the City contracts with an architect or engineer for design and construction phase services and also contracts with a construction manager-at-risk to serve as the general contractor.

The CMAR provides consultation during the design, construction, rehabilitation, alteration, or repair of a facility. Under this method of procurement, the contractor assumes the risk for any expenditures/work above the contracted price. The contracted price may be a guaranteed maximum price.

Once awarded the contract, the CMAR must publicly advertise for bids from trade contractors or subcontractors for the performance of all major elements of the work, as outlined by state law. The CMAR may only perform minor work itself unless it submits a bid/proposal in the same manner as others and is chosen by the governmental entity as the best value.

6.1.3. DESIGN-BUILD

Design-build is a project delivery method by which the City contracts with a single entity to provide design and construction services. The City must also assign either a city architect, engineer, or contract separately from the design-build firm to provide oversight. This type of procurement method is normally used for building construction, but can also be used for some limited public works contracts. After the passage of H.B. 1050 in 2013, the use of design-build for civil projects is limited to cities whose population is between 100,000 and 500,000 (limited to four projects per fiscal year) and greater than 500,000 (limited to six projects per fiscal year).

6.1.4. JOB ORDER CONTRACTING

Job order contracting is a procurement method used for maintenance, repair, alteration, renovation, remediation, or minor construction of a facility when the work is of a recurring nature, but the delivery times, type, and quantities of work required are indefinite. This method applies only to a facility that is a building governed by accepted building codes, or a structure or land, whether improved or unimproved, that is associated with a building. Indefinite quantities and orders are awarded substantially on the basis of pre-described and pre-priced tasks. The solicitation must establish the maximum aggregate contract price when advertised. The job order method cannot be used for civil engineering construction projects or a building or structure that is incidental to a project that is primarily a civil

engineering construction project. City Council must approve each job, task, or Purchase Order that exceeds \$50,000.00.

6.1.5. REQUEST FOR COMPETITIVE SEALED PROPOSAL

Request for Competitive Sealed Proposal is a procurement method that allows the City to award construction contracts based on project relevant weighted factors other than selecting a company on price alone. The selection criteria should be consistent with weighting for traditional bids and be a balanced approach between pricing options, vendor qualifications, vendor experience, and local economic support. The City Council proposed the following Local Preference weighting criteria for use in construction related projects over \$100,000.00 pursuant to Tex. Gov't Code § 2269.051 at meetings held August 6 and November 5, 2013:

LOCAL PREFERENCE WEIGHTING (CONSTRUCTION PROJECTS)

Projected Contract Amount	%
\$ 100,000.01 to \$ 500,000.00	5%
\$ 500,000.01 to \$ 1,500,000.00	4%
\$ 1,500,000.01 or more	3%

6.1.6. CONSTRUCTION PROJECT BONDING REQUIREMENTS

Tex. Gov't Code § 2253.021

Payment and Performance Bonds are required for construction projects to protect the City's interests. The project's dollar value determines which bond(s) are needed.

6.1.7. PAYMENT BONDS

A Payment Bond is a surety bond issued by an insurance company or bank to guarantee that a vendor will pay fees owed for labor and materials necessary for construction of a project. Construction contracts over \$50,000.00 require a Payment Bond. The Risk Manager approves its form prior to contract award.

6.1.8. PERFORMANCE BONDS

A Performance Bond is a surety bond issued by an insurance company or bank to guarantee satisfactory completion of a project by a vendor. A Performance Bond is required for construction contracts over \$100,000.00. The bond must be in the full amount of the contract price, conditioned that the vendor will faithfully perform the contract, executed by a surety company authorized to do business in the state, payable to the City, and its form must be approved by the Risk Manager.

A bond required by this section must be executed by a corporate surety in accordance with Section 1, Chapter 87, Acts of the 56th Legislature, Regular Session, 1959 (Article 7.19-1, Vernon's Texas Insurance Code).

Under this section, the following must be clearly and prominently displayed on the bond or on an attachment to the bond:

- A. the name, mailing address, physical address, and 10-digit telephone number of the surety company to which any notice of claim should be sent; or
- B. the toll-free telephone number maintained by the Texas Department of Insurance under Insurance Code 521.051, and a statement that the address of the surety company to which any notice of claim should be sent may be obtained from the Texas Department of Insurance by calling the toll-free telephone number.

The City does not require a vendor for any public building, or other construction contract, to obtain a surety bond from any specific insurance or surety company, agent, or broker.

6.2. PROFESSIONAL AND PERSONAL SERVICE CONTRACTS

All services require a contract signed by the City Manager if equal to or over \$25,000.01. If equal to or under \$25,000, the Department Directors and Managers are authorized to sign.

Tex. Gov't Code § 2254

Texas law states that **all** contracts, regardless of the dollar amount, must be reviewed by the City Attorney's Office and approved in accordance to standard approval thresholds. The professional fees under the contract must be consistent with, and not higher than, the recommended practices and fees published by the applicable professional associations and may not exceed any maximum provided by law.

6.2.1. PROFESSIONAL SERVICES

The City is prohibited from using competitive bidding procedures to obtain professional services. Instead, the City must first select the most highly qualified provider and then attempt to negotiate a fair and reasonable price. If the City is unable to negotiate a contract with the most highly qualified provider, the City must then formally end negotiations with that provider. After negotiations have formally ended, the City must select the next most highly qualified provider and attempt to negotiate a contract with that provider. If necessary, the City must continue the process of formally ending negotiations with one provider and selecting another provider for negotiations until a contract is obtained, or all qualified providers have been eliminated.

Professional Services are considered as:

- A. within the scope of the practice, as defined by state law, of:
 - (i) accounting;
 - (ii) architecture;
 - (iii) landscape architecture;
 - (iv) land surveying;
 - (v) medicine;
 - (vi) optometry;
 - (vii) professional engineering;
 - (viii) real estate appraising;
 - (ix) professional nursing; or
- B. provided in connection with the professional employment or practice of a person who is licensed or registered as:
 - (i) a certified public accountant;
 - (ii) an architect;
 - (iii) a landscape architect;
 - (iv) a land surveyor;
 - (v) a physician, including a surgeon;
 - (vi) an optometrist;
 - (vii) a professional engineer;
 - (viii) a state certified or state licensed real estate appraiser; or
 - (ix) a registered nurse.

Note: If the professional services desired by the City do not fall explicitly under the Professional Services Procurement Act, they may generally be obtained with or without the use of competitive bidding, as the City desires.

6.2.2. ENGINEER

If public health, safety, or welfare and professional engineering issues are involved, the engineering plans, specifications, and estimates for the construction of a public work generally must be prepared by a licensed professional engineer. Further, the engineering for construction usually must be executed under the direct supervision of a licensed professional engineer.

There are two circumstances in which the above requirements do not apply to the construction of a public work by the City.

1. A public work that involves a total expenditure of \$8,000.00 or less, even if the work involves structural, electrical or mechanical engineering.

2. A public work that does not involve structural, electrical or mechanical engineering, as long as the total contemplated expenditure on the project will not exceed \$20,000.00.

6.2.3. ARCHITECT

A registered architect must prepare the architectural plans and specifications for constructing a new city building if the building will be used for education, assembly, or office occupancy and the construction costs will exceed \$100,000.00.

Also, for any alteration or addition to an existing city building, a registered architect must prepare the architectural plans and specifications if the building is used or will be used for education, assembly, or office occupancy, the construction costs for the alteration or addition will exceed \$50,000.00, and the alteration or addition requires the removal, relocation, or addition of any walls or partitions, or requires the alteration or addition of an exit.

6.2.4. PERSONAL SERVICES

Loc. Gov't Code, § 252.022 (a) 4

Texas law exempts contracts for personal services from the competitive bidding requirements. The Texas Supreme Court has defined personal services to include only those services that are performed personally by the individual who was contracted to perform them. For a contract to qualify as a contract for personal services, the compensation in the contract should mainly pay for the labor of the individual providing the service, not for such things as insurance or materials.

Some examples are:

- Artistic Designers
- Referees
- Class Instructors

6.3. ASSET CAPITALIZATION

6.3.1. CAPITAL ASSETS

Capital assets are classified as specific pieces of real or personal property that meet the characteristics outlined by the City's Capital/Fixed Asset Policy which is available from Accounting.

6.3.1.1. COMPUTER PURCHASES

Most computer purchases are considered a capital purchase.

To initiate a Dell computer purchase, obtain a quote from IT. Enter all quote information into a purchase requisition and submit to Purchasing via Naviline. Once processed by Purchasing you will receive a PO and the eQuote will be ordered through Dell on your behalf. When the Invoice is received by Purchasing it will be sent to you and must be paid promptly as soon as all items are delivered.

For other technology purchases, including technology purchases on the P-card, reach out to IT for guidance prior to purchase.

6.3.2. NON-CAPITAL ASSETS

The following items are not considered Capital Assets:

1. Inventory – must be held for resale
2. Replacement/Spare Parts – cannot materially alter the asset

6.4. EQUIPMENT LEASES

The procedure for leasing equipment is to determine the type of equipment needed, analyze all types of equipment/machinery available, develop specifications, and follow all quote/bid requirements established for purchases at the anticipated whole life dollar value of the lease. To calculate the whole life dollar value of the lease, include down payments, buyout costs (lease to own, option to purchase, balloon payment, etc.), and sum of routine payments for the life of the lease. Prior to a Purchase Order award, all leases must be processed through the City Attorney's Office and signed by the City Manager.

6.5. UNIFORMS

The City has contracted with a uniform vendor to provide leased or purchased clothing items for eligible departments. Clothing items purchased outside of the contracted vendor must be reimbursed to the City. P-cards cannot be used for clothing purchases. For more details, see the complete Uniform Policy available on the extranet.

7. DISPOSAL OF SURPLUS PROPERTY

Surplus property can be any tangible, movable (not permanently affixed) item owned by the City for which there is no foreseeable use or need for continued ownership.

7.1. OVERVIEW

- A. When a Department Director determines that City property is no longer useful to the City but may be useful to another entity, they may offer the items for sale or donation.
- B. The Director must determine the salvage and surplus value of the property. Property with no value can be donated, but for all other property, the City should receive something of value in return.
- C. Each conveyance document must be signed by a person with adequate authority and be reviewed by the City Attorney's Office before being placed on the agenda for approval by City Council.

7.2. DISPOSING OF SURPLUS PROPERTY BY AUCTION

- A. The Director should compile a list of property to be auctioned, a complete description of the property, estimated value, asset number, and photographs (if possible) should be provided. All fleet items should be forwarded to the Fleet Services Division while non-fleet items should be forwarded to the Accounting Division.
- B. Prior to the auction, Fleet Services will distribute a listing of all available items to the City. If a department is interested in a surplus item, they must notify Fleet Services in writing. Items will be given to the first interested party.

7.3. DISPOSING OF SURPLUS PROPERTY OUTSIDE OF AUCTION

City Attorney Memo March 22, 2001

There is no legal requirement to put personal property out for bid before sale. However, the City is required to sell used property at fair market value, even to other governmental or volunteer groups. Situations may arise where a director wishes to sell or donate items outside of the auction process. Directors must contact the Legal Department before donating any items as Council approval is needed.

8. GENERAL GUIDELINES

8.1. CHANGE ORDERS

Loc. Gov't Code § 271.060

A Change Order cannot be made until after a contract has been awarded and performance of the contract has begun.

If changes to plans or specifications, the quantity of work to be performed, or changes to the materials, equipment, or supplies to be furnished are necessary, the City may approve Change Orders.

The original contract price may not be increased by more than 25% of the amount awarded by the City Council. The original contract price may not be decreased under this section by more than 25% without the consent of the vendor. Should a Change Order be needed that increases the original contract value by more than 25%, the requested changes must be re-bid using City procedures.

Directors may approve Change Orders up to \$25,000.00, the City Manager may approve Change Orders \$25,000.01 to \$50,000.00, City Council must approve Change Orders \$50,000.01 or more. Change Orders \$25,000.01 or more require a CMO Change Order Approval Form available on the extranet.

8.2. HISTORICALLY UNDERUTILIZED BUSINESSES (HUB)

When making an expenditure of \$3,000.01 or more but less than \$50,000.00, the City must contact at least two (2) HUB vendors for quotes. If there is not a certified HUB in Tom Green County, the City is exempt from this section, which must be noted in the purchase requisition.

The list of HUB vendors for Tom Green County can be found on the Texas Comptroller of Public Accounts website: <https://mycpa.cpa.state.tx.us/tpasscmlsearch/index.jsp>

8.3. CONFLICT OF INTEREST

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity make certain disclosures concerning any affiliation or business relationship that might cause a conflict of interest with the local governmental entity. The provisions of Chapter 176 and the Form CIQ questionnaire that a vendor must complete to comply with this law, are available on the Texas Ethics Commission website at: <https://www.ethics.state.tx.us/forms/conflict/>

Departments are required to provide any vendor that is currently doing business with, or is seeking to do business with, the City a copy of the "Notice to Vendors". It is the vendor's responsibility to complete the Form CIQ and file it with the City Clerk of the City of San Angelo no later than the seventh business day after the vendor becomes aware of the facts that require the form to be filed.

8.4. 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/filinginfo/1295/>. Instructional videos are available under the heading Instructional Videos for Business Entities.

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

8.5. CERTIFICATES OF INSURANCE

Before any vendor is allowed to work on City property, department personnel must contact Risk Management to determine the insurance coverage required. Coverage and limits are determined by how much risk is involved. If required, the vendor must furnish the City with a current Certificate of Insurance, naming the City as an additional insured and waiver of subrogation prior to commencement of work.

8.6. FEDERAL FUNDING

Purchases requiring an expenditure of federal funds shall be reviewed by the Purchasing Division and Grant Administrator to ensure compliance with Federal Regulations (Grant Assurances). Grants awarded to the City generally have specific requirements that must be included in the bid/proposal documents. If these requirements are not met, it is possible that funding can be revoked or a substantial penalty applied. The responsibility of ensuring that all required provisions are met lies with the department receiving the grant funds.

8.6.1. PREVAILING WAGES

Tex. Gov't Code § 2258

The Prevailing Wage Law requires that workers be paid certain hourly wages and benefits for all public works contracts regardless of the dollar amount. This chapter applies only to the construction of public works including a building, highway, road, excavation, and repair work or other project development or improvement, paid for in whole or in part from public funds, without regard to whether the work is done under public supervision or direction. Wage and Hour decisions can be viewed at the following web address: [Home | U.S. Department of Labor \(www.dol.gov\)](http://www.dol.gov). Projects for construction of public works or demolition of property tied to construction shall include a Prevailing Wage Decision as part of the bid specifications and it is the division's responsibility to ensure that wages for each labor class are paid according to the applicable Prevailing Wage Law.

An officer, agent, or representative of the City and vendor commits an offense if the person willfully violates or does not comply with the prevailing wage and benefit requirements. An offense under this section is punishable by:

- (1) a fine not to exceed \$500.00;
- (2) confinement in jail for a term not to exceed six months; or
- (3) both a fine and confinement.

As a part of the terms and conditions of a City contract, prime and subcontractors will be required to submit certified payrolls on a weekly basis to the City's representative. Certified payrolls list the workers on the job site, along with title/function in the particular week on the job site, and the wages paid to the worker. The City representative is responsible for monitoring the payrolls and conducting field audits and on-site interviews to verify information. If contractors are found to be in violation, a penalty may be assessed pursuant to state law.

8.6.2. FEDERALLY FUNDED PROCUREMENT PROJECTS

The City agrees to follow all Federal Guidelines as mentioned in CFR 200 Part D (<https://www.ecfr.gov/current/title-2/part-200/subpart-D>). The City will also follow Federal Guidelines as mentioned in CFR 200.318 ([§§ 200.318](#)) through CFR 200.327 ([200.327](#)).

8.7. URGENT AND EMERGENCY PURCHASES

8.7.1. URGENT PURCHASES

Urgent purchases occur when a situation arises that should have been anticipated and pre-planned but does not have a potential public safety impact.

These purchases are not exempt from the standard quote and bid processes.

8.7.2. EMERGENCY PURCHASES

Loc. Gov't Code § 252.022

Emergency purchases occur when a situation arises that was unforeseen, must be remedied immediately, and has a potential public safety impact. Examples of this are:

- Acts of God.
- Unforeseen repairs to machinery critical to City operations.
- Items/services needed to preserve and protect the health and safety of the City's residents.
- Unforeseen damage to public machinery, equipment or other property.

Emergency purchases are exempt from competitive bidding, though quotes should be obtained if practical.

8.7.2.1. EMERGENCY PURCHASES UNDER \$50,000.00

If a department recognizes that an emergency has developed, they must do the following:

1. Estimate the cost of correcting the emergency.
2. Identify potential vendors to perform service and/or supply materials. Prevailing wages, insurance, and contract requirements are still required. Contact the City Attorney's Office and Purchasing with questions.
3. Enter a requisition into NAVILINE, clearly marked as "Emergency." Fully document the reason for the emergency purchase in the comment section of the purchase requisition. Email SAPurch@cosatx.us to notify the Purchasing Division of the request.
4. The Purchasing Division will review the validity of the emergency request and issue a Purchase Order.

8.7.2.2. EMERGENCY PURCHASES OVER \$50,000.00

If an emergency occurs that requires a purchase over \$50,000.00, contact Purchasing for assistance.

While emergency purchases are exempt from procurement law requirements, the City Charter requires all purchases in excess of \$50,000.00 be approved by the City Council. If Council approval cannot be obtained prior to purchase, the department must prepare an agenda item and request the purchase be ratified at the next Council meeting. It should be noted that until Council approves the item, the vendor is working at risk.

8.8. FREIGHT

8.8.1. SHIPPING

Purchases must be shipped FOB destination, freight pre-paid. This means the carrier owns the merchandise until it reaches its destination and there will not be a separate invoice for freight. If anything should happen to the merchandise during shipping, the carrier is responsible for the filing of claims, instead of the City.

8.8.2. RECEIVING FREIGHT AND SHIPMENTS

It is the responsibility of the individual who signs the carrier's delivery receipt to properly receive all cartons they are signing for. Anyone who signs for receipt of goods acknowledges the item was received and accepted as delivered.

When receiving a shipment:

- A. Confirm the package or carton is being delivered to the proper location.
- B. Verify the number of cartons, crates, or pieces is correct according to quantities on the packing slip.
- C. Open packages and verify the order is correct.
- D. Sign the delivery slip legibly to ensure readability should a tracking issue arise.

8.8.2.1. DAMAGED CARTONS

Visible Damage - Any person receiving freight must make a notation on the carrier's delivery receipt of apparent damage to packages. The specific type of damage should be stated on the delivery receipt. The driver should sign (not just initial) your copy of the receipt legibly to verify they acknowledge the damage.

Concealed Damage - If the shipment of goods received shows no sign of damage upon receipt, but damage to the contents is found upon opening, concealed damage exists.

To address damaged cartons:

- A. Call the carrier immediately upon discovery of the damage and request an inspection. When making a request for an inspection, advise the carrier of the value of the damaged goods. If the value is less than \$50.00, most carriers will likely waive inspection. Notate the date and the person contacted.
- B. All shipping cartons should be retained for inspection.
- C. When inspection is made, specific damages should be notated by both parties and signed by both on the inspection report.

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Justin Fletcher, Airport Director, Airport

Meeting Date: March 18, 2025

Item type: Consent Item

Caption:

Consider authorizing the Airport Director to negotiate and execute temporary nonexclusive license agreements with permitted food truck vendors to provide food vending services on City Airport property (Justin Fletcher)

Staff Recommendation:

Approve

Summary/History:

During the October 17, 2024 meeting, The Airport Advisory Board recommended presenting to City Council the proposal of food trucks operating on City Airport Property. Airport tenants and users have expressed interest in additional food varieties closer to the airport. This proposal would allow the Airport Director to execute agreement documents with food truck vendors to provide service in a designated food truck vending lot.

Funding Source(s):

Financial Impact:

Other Information/Recommendation:

Attachments:

Presentation:

Justin Fletcher

Approvals/Reviews:

Justin Fletcher
Brandon Dyson
Jeffrey Tomlinson

Created/Initiated
Approved
Approved

Tina Dierschke
Brandon Dyson
Heather Stastny

Approved
Approved
Final Approval

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Patrick Brody, Fire Chief, Fire Department

Meeting Date: March 18, 2025

Item type: Consent Item

Caption:

Consider authorizing the Office of Emergency Management to apply for a FEMA Community Safe Room Grant-DR478 and to authorizing the City Manager to execute the application (Patrick Brody)

Staff Recommendation:

Adopt

Summary/History:

The Office of Emergency Management requests approval to apply for a FEMA Community Safe Room Grant-DR478. If awarded the grant, the funds will be used to offset construction costs associated with the San Angelo Coliseum. The cost share match for this grant is 25%. The deadline to apply for the grant is April 14th. If the grant is awarded, this item will be brought back to City Council with the amount approved and the amount of the local match with an identified funding source before accepting the award.

Funding Source(s):

Financial Impact:

Other Information/Recommendation:

Attachments:

Presentation:

Patrick Brody

Approvals/Reviews:

Patrick Brody

Patrick Brody

Brandon Dyson

Tina Dierschke

Created/Initiated

Approved

Approved

Approved

Heather Stastny

Final Approval

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Aaron Vannoy, Director, Planning and Development Services

Meeting Date: March 18, 2025

Item type: Consent Item

Caption:

Consider a resolution amending Resolution 2025-022 to reschedule a joint public hearing of the City Council and the Planning Commission regarding amendments to Section 311 "Cultural District Overlay Zone" of the Zoning Ordinance, Section 313 "Use Table" of the Zoning Ordinance, Section 304 "Commercial District Intent Statements", Article 12.04 "Signs" of the Planning and Development Ordinance and Section 420 "Offsite Signs" of the Zoning Ordinance and establishing alternative notice procedures (Aaron Vannoy)

Staff Recommendation:

Adopt

Summary/History:

At the Town Hall meeting on March 4th, it was requested to postpone the Joint Planning Commission and City Council Meeting. This amended resolution will be postponed for two weeks in order to hold an additional Town Hall Meeting.

Funding Source(s):

Financial Impact:

Other Information/Recommendation:

Attachments:

1. Resolution Amending Date of Joint Meeting Resolution Amending Date of Joint Meeting.docx

Presentation:

Aaron Vannoy

Approvals/Reviews:

Aaron Vannoy
Brandon Dyson

Created/Initiated
Approved

Aaron Vannoy
Heather Stastny

Approved
Final Approval

RESOLUTION 2025-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN ANGELO, TEXAS, AMENDING
RESOLUTION 2025-022 TO RESCHEDULE A JOINT PUBLIC HEARING OF THE CITY COUNCIL
AND PLANNING COMMISSION**

WHEREAS, pursuant to Texas Local Government Code Section 211.007(d) and Resolution 2025-022, City Council called a joint public hearing of the City Council and Planning Commission to be held April 1, 2025; and

WHEREAS, City Council desires to amend Resolution 2025-022 to reschedule the joint public hearing for April 15, 2025.

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

Section 1. Section 1 of Resolution 2025-022 is amended by replacing the date of April 1, 2025, with the rescheduled joint public hearing date of April 15, 2025.

Section 2. All provisions of Resolution 2025-022, adopted March 4, 2025, not amended hereby, shall remain in full force and effect.

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

PASSED and APPROVED this 18th day of March, 2025.

THE CITY OF SAN ANGELO, TEXAS:

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: Ryan Gaddy, Assistant Finance Director, Finance

Meeting Date: March 18, 2025

Item type: Regular Item

Caption:

Consider accepting the City's fiscal year 2024 Annual Comprehensive Financial Report and Single Audit (Presentation made by Pattillo, Brown & Hill, LLP Audit Manager Clayton Rogers)

Staff Recommendation:

Accept

Summary/History:

The Annual Report is an audited report of the year-end financial statements that provides financial information on the City of San Angelo as well as an opinion by the external auditor on the financial statements as a whole. The Single Audit report is a required audit of an entity that receives greater than \$750,000 in Federal funding awards in a fiscal year. The Annual Report and Single Audit presented are for the fiscal year ending September 30, 2024.

The Audit Committee convened to review the reports with the external auditor on March 10, 2025, before submission to the City Council, and they recommend approval by the City Council of the annual financial reports as presented.

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

Funding Source(s):

Financial Impact:

Other Information/Recommendation:

Attachments:

Presentation:

Approvals/Reviews:

Ryan Gaddy

Tina Dierschke

Brandon Dyson

Heather Stastny

Created/Initiated

Approved

Approved

Final Approval

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Robert Schneeman, Economic Development Coordinator, Economic Development

Meeting Date: March 18, 2025

Item type: Regular Item

Caption:

Public Hearing to consider approval of a 3-year Tax Abatement Agreement within Reinvestment Zone No. 24-2 with Zeppelin Energy Storage, LLC. pursuant to Chapter 312 of the Texas Tax Code, and authorizing the City Manager to negotiate and execute all related documents (Presentation made by Interim Economic Development Director Michael Dane)

Staff Recommendation:

Approve

Summary/History:

This is a Public Hearing to approve the proposed Tax Abatement Agreement between the City and Zeppelin Energy Storage, LLC.

The details of the project are as follows:

Property Owner: Marty Frey Trucking, Inc.

Applicant (Lessee): Zeppelin Energy Storage, LLC

Reinvestment Zone No.: 24-2

Location: North side of E. 28th Street approximately 0.7 miles east of Armstrong Street more particularly described as:

12.9 acres of land, more or less, out of a 32-acre tract of land, more or less, out of Survey 1114, Abstract No. 8036, F. Tankersley, Tom Green County, Texas, and being more particularly described as all of Exhibit B, labeled as Parcel Two, consisting of five tracts of land comprising 32 acres, In that certain Warranty Deed with Vendor's lien from Western Iron Works, Inc., a Texas Corporation, to Marty Frey Trucking, Inc., a Texas Corporation, dated June 1, 2007, recorded In Instrument No. 633054, Official Public Records, Tom Green County, Texas.

Description of Improvements: A 160-megawatt battery storage facility including access roads, perimeter fencing, paving, concrete slabs and battery storage-related equipment.

Estimated Cost of Improvements: \$160,000,000

The agreement is for a three (3) year abatement of 85% of the Ad Valorem taxes on improvements to the property. After the third year there will be no further abatement.

Due to the fact that a final construction cost has not yet been determined, Zeppelin Energy Storage, LLC has requested that there be some flexibility in the minimum capital investment required. As currently proposed,

the agreement includes a provision that in the event the actual capital investment is less than \$135,000,000, an amendment to the agreement will be required and Council may adjust the abatement percentage. Council will also have the option of declining to amend the agreement and declare a default of the agreement in accordance with the terms of the Agreement for Owner’s failure to meet the minimum capital cost.
The 10 Year Tax Revenue after abatement for a \$160M investment = \$4,461,500
The 10 Year Tax Revenue after abatement for a \$135M investment = \$3,625,100

Funding Source(s):

Financial Impact:

Other Information/Recommendation:

Attachments:

- | | | |
|----|----------------------------------|---------------------------------------|
| 1. | Zeppelin Tax Abatement Agreement | Zeppelin Tax Abatement Agreement.docx |
|----|----------------------------------|---------------------------------------|

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

STATE OF TEXAS

COUNTY OF TOM GREEN

§
§
§

TAX ABATEMENT AGREEMENT

This Tax Abatement Agreement (the “Agreement”) is entered into by and between the City of San Angelo, a Texas home rule municipality (“the City”), and Zeppelin Energy Storage LLC, a Delaware limited liability company authorized to conduct business in the State of Texas (the “Owner”) (each a “Party” and collectively the “Parties”), acting by and through their authorized representatives.

W I T N E S S E T H:

WHEREAS, the Owner leases the real property in Tom Green County, Texas, being further described in **Exhibit “A”** attached hereto (the “Land”); and

WHEREAS, the Owner intends to develop the Land for the Project (hereinafter defined); and

WHEREAS, on September 17, 2024, the City Council adopted Ordinance No. 2024-077 designating an area that includes the Land as a tax abatement reinvestment zone (the “Reinvestment Zone”) as authorized by the Property Redevelopment and Tax Abatement Act, Chapter 312 of the Texas Tax Code; and

WHEREAS, in compliance with the Act, the City Council has held a public hearing to receive public comments on the creation of the proposed Reinvestment Zone and its benefits to the City and the property in the proposed Reinvestment Zone; and has notified the governing body of each taxing unit that levies real and personal property taxes within the proposed Reinvestment Zone of its intent to establish the Reinvestment Zone; and

WHEREAS, the City has adopted guidelines for tax abatement in Division 3, Article 1.09 of the City of San Angelo Code of Ordinances that are current under Tax Code Section 312.002(b) (the “Tax Abatement Guidelines”); and

WHEREAS, the Tax Abatement Guidelines contain appropriate guidelines and criteria governing tax abatement agreements to be entered by the City as contemplated by the Tax Code; and

WHEREAS, the City has adopted a resolution stating that it elects to be eligible to participate in tax abatement; and

WHEREAS, in order to maintain and enhance the commercial and industrial economic and employment base of the City, it is in the best interests of the taxpayers for the City to enter into this Agreement in accordance with said Reinvestment Zone Ordinance, the Tax Abatement Guidelines and the Tax Code; and

WHEREAS, City Council desires to grant Owner variances to the Tax Abatement Guidelines

as detailed herein; and

WHEREAS, the City Council after a public hearing has found that the contemplated use of the Premises (hereinafter defined), and the contemplated Improvements are consistent with encouraging development of the proposed Reinvestment Zone and that the proposed tax abatement will be in compliance with the Tax Abatement Guidelines, the Tax Code, and all other applicable laws; and

WHEREAS, the City Council has found that the Improvements sought are feasible and practicable and would be of benefit to the Premises to be included in the proposed Reinvestment Zone and to the City after expiration of this Agreement; and

WHEREAS, a copy of this Agreement has been furnished, in the manner prescribed by the Tax Code, to the presiding officers of the governing bodies of each of the taxing units in which the Premises is located; and

WHEREAS, this Agreement was approved at a regularly scheduled meeting of the City Council of the City;

NOW, THEREFORE, in consideration of the mutual benefits and promises contained herein and for other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, the attraction of major investment in the Reinvestment Zone, which contributes to the economic development of the City and the enhancement of the tax base in the City, the Parties agree as follows:

Article I Definitions

Wherever used in this Agreement, the following terms shall have the meanings ascribed to them:

“Abatement Period” shall mean a period of no more than three (3) consecutive tax years in which City provides tax abatement to Owner pursuant to this Agreement.

“Act” shall mean the Property Redevelopment and Tax Abatement Act, Chapter 312, Texas Tax Code, as amended.

“Bankruptcy or Insolvency” shall mean the dissolution or termination of a Party’s existence as a going business, insolvency, appointment of a receiver for any part of a Party’s property and such appointment is not terminated within ninety (90) days after such appointment is initially made, any general assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against such Party, and such proceeding is not dismissed within ninety (90) days after the filing thereof.

“Base Year” shall mean the calendar year in which the Effective Date occurs.

“City” is defined in the introductory paragraph.

“Completion of Construction” shall mean that: (i) the construction of the Improvements has been substantially completed; and (ii) a certificate of occupancy has been issued by the City for the occupancy of the Improvements by the Owner.

“Construction Period” as defined in the Tax Abatement Guidelines.

“County” shall mean Tom Green County, Texas.

“Effective Date” shall mean the day after the later of the full execution hereof by all of the Parties.

“Expiration Date” shall mean March 1 of the calendar year following the expiration of the last of the tax abatements provided herein.

“First Year of Abatement” shall mean the earlier of (a) the expiration of the Construction Period or (b) the first full tax year following Completion of Construction; provided, however, that the Owner may, at its sole discretion and sole option, elect to delay the First Year of Abatement by up to one (1) year by delivering a notice to the City and the Tom Green County Appraisal District (or its successor) stating such desire (a “Notice of First Year of Abatement Change”), and in such case, the First Year of Abatement shall be the date identified in the Notice of First Year of Abatement Change.

“Force Majeure” shall mean any contingency or cause beyond the reasonable control of a Party including, without limitation, acts of God or the public enemy, war, terrorist act, or threat thereof, riot, civil commotion, insurrection, government action or inaction (unless caused by the intentionally wrongful acts or omissions of the Party), fires, earthquake, tornado, hurricane, explosions, floods, strikes, slowdowns, work stoppages, or incidence of disease or other illness that reaches outbreak, epidemic, or pandemic proportions or other causes affecting the area in which the Project is located, or the Owner’s labor or supply chain, or the availability of services (“Epidemiological Event”) that result in a reduction of labor force or work stoppage in order to comply with local, state, or national disaster orders, construction delays, shortages or unavailability of supplies, materials or labor, necessary condemnation proceedings, or any other circumstances which are reasonably beyond the control of the Party obligated or permitted under the terms of this Agreement to do or perform the same, regardless of whether any such circumstances are similar to any of those enumerated or not. For clarity, the definition of *Force Majeure* shall also include delays caused by the Seller or by AEP Texas. If a Party is unable to perform its obligations under this Agreement due to a Force Majeure, the Party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such obligation or performance shall be extended for a period of time equal to the period such Party was delayed, provided the Party whose performance is delayed provides written notice to the other Party not later than fifteen (15) business days after occurrence of the event(s) or condition(s) causing the delay describing such event(s) and/or condition(s) and the date on which such event(s) and/or condition(s) occurred.

“Improvements” or “Project” shall mean one or more improvements constructed on the Land and consisting of (i) buildings, infrastructure, and equipment necessary for operation of the facility by Zeppelin Energy Storage LLC (ii) other buildings and ancillary facilities constructed on the Land supporting the operation of the facilities, and (iii) such additional related improvements constructed on the Land including, but not limited to, required parking, landscaping and all other improvements constructed on the Land and which may be more fully described in the submittals filed by Owner with the City from time to time, in order to obtain building permit(s); such other improvements, installation of equipment or other business & personal property as may be required and reported on the Annual Business Personal Property Rendition to Tom Green County Appraisal District.

“Land” is defined in the Recitals.

“New Tangible Personal Property” shall mean each installation or delivery of Tangible Personal Property installed or located at the Improvements for which Owner provides the City and the Tom Green County Appraisal District, not more than once each year during the Term, a separate written rendition for such new Tangible Personal Property, including the date of delivery, location, or installation at the Improvements, and a description and historic cost or opinion of value for such property and for which Owner and City have requested the Tom Green County Appraisal District to assign an account number separate and apart from any other Tangible Personal Property tax account for appraisal purposes.

“Owner” is defined in the introductory paragraph.

“Premises” shall mean collectively, the Land and the Improvements following construction thereof.

“Reinvestment Zone” shall mean Reinvestment Zone No. 24-2 as defined in the Recitals.

“Related Agreement” shall mean any agreement, other than this Agreement, related to the Project by and between (i) the City and the Owner, or (ii) if the operation of the Project is transferred to any entity that controls Owner or that is controlled by or under common control with Owner, then such other entity.

“Tangible Personal Property” shall have the same meaning assigned by Texas Tax Code, Section 1.04 and shall mean all tangible personal property, equipment, and machinery, inventory and supplies owned or leased by the Company, and located in the Improvements on January 1 of a given Tax Year. Tangible Personal Property shall not include Freeport Goods or Goods in Transit pursuant to Section 11.251 or 11.253 of the Texas Tax Code if such items qualify for and are allowed exemption from City property taxes in a given year during the Term, and nothing in this Agreement prevents application for such exemptions, if applicable and available.

“Tax Code” shall mean the Texas Tax Code.

“Taxable Value” shall mean the appraised value of Tangible Personal Property and Real Property as certified by the Tom Green County Appraisal District, or its successor, as of January 1 of a given year.

“Zone Ordinance” shall mean Ordinance No. 2024-077 of the City of San Angelo, Texas designating Reinvestment Zone No. 24-2 pursuant to Chapter 312 of the Texas Tax Code.

Article II General Provisions

2.1 Owner is the lessee of the Land as of the Effective Date, which Land is located within the city limits of the City and within the Reinvestment Zone.

2.2 Owner intends to construct, or cause to be constructed, the Improvements on the Land.

2.3 The Premises are not in an improvement project financed by tax increment bonds.

2.4 This Agreement is entered into subject to the rights of the holders of outstanding bonds of the City.

2.5 The Premises are not owned or leased by any member of the San Angelo City Council or any member of the San Angelo Planning and Zoning Commission.

2.6 Owner shall, on or within thirty (30) days before March 31st of each calendar year that this Agreement is in effect, certify in writing to the City via an Affidavit of Compliance (being further described in **Exhibit “C”** attached hereto (the “Affidavit”)) that Company is in compliance with each term of the Agreement.

2.7 The Land and the Improvements constructed thereon shall be used in the manner (i) that at the time of construction is consistent with the City’s Comprehensive Zoning Ordinance, as amended, and (ii) that, during the period taxes are abated hereunder, is consistent with the general purposes of encouraging development or redevelopment within the Reinvestment Zone.

2.8 The “Term” of this Agreement shall begin on the Effective Date and shall continue until the Expiration Date, unless sooner terminated as provided herein.

2.9 Owner is granted a variance to the minimum permanent job creation/retention requirement in the Tax Abatement Guidelines. For purposes of determining Owner’s compliance with the terms of the Tax Abatement Guidelines and this Agreement, references to job creation/retention shall not apply to Owner.

Article III Tax Abatement Authorized

3.1 This Agreement is authorized by the Tax Code and in accordance with the City Tax Abatement Guidelines that were approved by resolution of the City Council no more than two (2) years before the Effective Date of this Agreement. The Tax Abatement Guidelines are incorporated herein by reference for all purposes, as if set forth fully verbatim. Except as to variances granted herein, to the extent of any conflict between the Tax Abatement Guidelines and this Agreement, the Tax Abatement Guidelines shall control.

3.2 Subject to the terms and conditions of this Agreement, the City hereby grants Owner an abatement of eighty five percent (85.0%) of the increase in Taxable Value over the Base Year for Improvements constructed and set out in each annual rendition occurring within the Abatement Period. Owner agrees that to qualify for the abatement as described herein, the Owner anticipates completing a capital investment of ONE HUNDRED SIXTY MILLION AND NO/100 DOLLARS (\$160,000,000.00), notwithstanding depreciation. This amount satisfies the minimum cost referenced by the Tax Abatement Guidelines. In the event that Owner fails to complete a minimum capital investment of at least ONE HUNDRED THIRTY-FIVE MILLION AND NO/100 DOLLARS (\$135,000,000), notwithstanding depreciation, the abatement percentage above shall be subject to amendment after review and approval by City Council. Amendment of the abatement percentage shall be in the sole discretion of City Council. City Council may decline to amend the abatement percentage altogether and instead declare a default in accordance with the terms of this Agreement for Owner's failure to meet the minimum capital cost.

3.3 The City will work with the Tom Green County Appraisal District to ensure the Tom Green County Appraisal District will assign each new installation, delivery, or location of New Tangible Personal Property an account number separate and apart from any other Tangible Personal Property for appraisal purposes, and establish, if necessary, a mutually acceptable administrative method to allow compliance with this Agreement.

3.4 During the Abatement Period herein authorized, Owner shall be subject to all taxation not abated, including but not limited to ad valorem taxation on the Land.

Article IV Improvements

4.1 Owner leases the Land and intends to construct or cause to be constructed the Improvements on the Land as depicted in **Exhibit "A"**. Nothing in this Agreement shall obligate Owner to construct the Improvements on the Land thereat, but said actions are conditions precedent to tax abatement pursuant to this Agreement.

4.2 As a condition precedent to the initiation of the Owner's tax abatement pursuant to this Agreement, Owner agrees, subject to delays resulting from one or more events of Force Majeure and/or an uncured breach of a Related Agreement by City, to cause Completion of Construction of the Improvements no later than the expiration of the Construction Period. Owner further agrees that it shall commence construction on or before November 16, 2026, such date being the first day of the Construction Period. "Commencement of Construction" shall mean the date on

which physical site improvements begin, including but not limited to excavation, grading, foundation work, or vertical construction. The commencement of activities such as permitting, financing, or preliminary site assessments shall not constitute the Commencement of Construction for the purposes of this Agreement. If Commencement of Construction occurs earlier than November 16, 2026, Owner shall provide City with written notice of such date. Owner intends to construct a one hundred sixty (160) megawatt two (2) hour lithium battery storage facility. Improvements for the project will include but are not limited to battery storage containers, large storage racks, HVAC system, electrical transmission cables, transformers, inverters, foundation, fencing, and any other equipment necessary to safely store, maintain and dispatch power to the ERCOT electrical grid.

4.3 Construction plans for the Improvements constructed on the Land will be filed with the City, which shall be deemed to be incorporated by reference herein and made a part hereof for all purposes.

4.4 Owner agrees to maintain the Improvements during the Term of this Agreement in accordance with all applicable state and local laws, codes, and regulations in all material respects, or shall diligently pursue the cure of any material non-compliance.

4.5 Employees and/or designated representatives of the City will have access to the Project during the Term for inspection purposes so as to determine if the terms and conditions of this Agreement are being met. All inspections will be made only after the giving of 24-hours' prior notice and will only be conducted in such a manner as to not unreasonably interfere with the construction and/or operation of the Project. Inspections will be made with representatives of the Owner, and in accordance with its safety standards. Inspections may be delayed by Owner for up to two (2) business days in the event that Owner, or its representatives, are not immediately available to inspect the Project with City. To the extent this provision conflicts with the Tax Abatement Guidelines, Owner is granted a variance from the same.

4.6 To be eligible for the abatement in Section 3.2, Owner shall have expended the minimum capital costs required, achieved Completion of Construction, and made the Project operational in accordance with all terms, conditions and time periods provided herein and in the Tax Abatement Guidelines.

4.7 Owner shall separately identify labor and materials in any contracts for construction of the Project and Improvements in the taxable amount of \$500,000 or more for the purposes of determining sales and use tax pursuant to Section 151.056(b) of the Texas Tax Code resulting in the value of the materials being separately identified from others costs and state that the situs of any sales and use tax paid and related thereto will be to the City of San Angelo, Tom Green County, Texas.

Article V

Default: Recapture of Tax Revenue

5.1 In the event Owner fails to comply with its obligations herein, and does not cure such failure within the notice and cure periods described in Section 5.2, then Owner shall be in default of this Agreement, and as liquidated damages in the event of such default, the Owner shall, within sixty (60) days after City's termination of this Agreement, pay to the City the amount equal to the value of the abated taxes with respect to the time period preceding such termination which otherwise

would have been paid by the Owner to the City without the benefit of the tax abatement under this Agreement, for the property and Improvements subject to this Agreement, plus interest on the value of the abated taxes at the statutory rate for delinquent taxes as determined by Section 33.01 of the Tax Code, as amended, but without penalties.

In the event Owner (i) has delinquent ad valorem taxes owed to the City, and does not cure such delinquency within sixty (60) days after written notice from the City (provided Owner retains its right to timely and properly protest such taxes or assessment); (ii) has an event of Bankruptcy or Insolvency; or (iii) breaches any of the other terms and conditions of this Agreement (i.e., other than Section 4.2), or a Related Agreement, and does not cure such breach within the notice and cure periods described in Section 5.2 of this Agreement, or those described in the applicable Related Agreement, as the case may be, then Owner shall be in default of this Agreement. As liquidated damages in the event of such default, the Owner shall, within sixty (60) days after City's termination of this Agreement, pay to the City the amount equal to the value of the abated taxes with respect to the time period preceding such termination which otherwise would have been paid by the Owner to the City without the benefit of the tax abatement under this Agreement, for the property and Improvements subject to this Agreement, plus interest on the value of the abated taxes at the statutory rate for delinquent taxes as determined by Section 33.01 of the Tax Code, as amended, but without penalties.

For clarity, it is understood and agreed by the Parties that if a particular action is to be performed by a certain date, and such action is not performed by the required date in the first instance but is then performed before the end of the applicable cure period, then the action shall be deemed to have been performed on time in the first instance, with no effect given to the initial delay.

The Parties acknowledge that actual damages in the event of default and termination by the City would be speculative and difficult to determine. The Parties further agree that the amount of abated tax, including interest, as a result of this Agreement, shall, in accordance with the above provisions of this Section 5.1, be recoverable against the Owner, its successors and assigns and shall constitute a tax lien against the Premises, and shall become due, owing, and shall be paid to the City within sixty (60) days after notice of termination.

5.2 Upon breach by Owner of any of the obligations under this Agreement, the City shall notify Owner in writing, and Owner shall have sixty (60) days from receipt of the notice in which to cure any such default. If the default cannot reasonably be cured within such 60-day period, and the Owner has diligently pursued such remedies as shall be reasonably necessary to cure such default, then the City shall extend the period in which the default must be cured for an additional sixty (60) days.

5.3 If the Owner fails to cure the default within the time provided as specified above or, as such time period may be extended, the City, at its sole option, shall have the right to terminate this Agreement by providing written notice to the Owner.

5.4 Upon termination of this Agreement by City, the amount of liquidated damages set forth in Sections 5.1 and 5.2, shall become a debt to the City as liquidated damages, and shall become due and payable not later than sixty (60) days after a notice of termination is provided. The City shall have all remedies for the collection of the abated taxes provided generally in the Tax Code for the

collection of delinquent property tax, but without penalties. The computation of the abated taxes for the purposes of the Agreement shall be based upon the full Taxable Value of the Improvements without tax abatement for the applicable years for which recapture is required as set forth above and in which tax abatement hereunder was received by the Owner, as determined by the Tom Green County Appraisal District, multiplied by the tax rate of the years in question, as calculated by the County Tax Assessor-Collector. The liquidated damages shall incur interest at the statutory rate for delinquent taxes as determined by Section 33.01 of the Tax Code, as amended, but without penalties and shall commence to accrue after expiration of the sixty (60) day payment period.

Article VI Annual Application for Tax Exemption

It shall be the responsibility of the Owner to file for tax abatement exemptions with the Tom Green County Chief Appraiser. A copy of any exemption filed by Owner shall be submitted to the City upon request.

Article VII Annual Rendition

The Owner shall annually render the value of the New Tangible Personal Property to the Tom Green County Appraisal District and shall provide a copy of the same to the City upon written request.

Article VIII Miscellaneous

8.1 Notice. Any notice required or permitted to be delivered hereunder shall be deemed received upon the earlier of (a) actual receipt or (b) three (3) days thereafter sent by United States Mail, postage prepaid, certified mail, return receipt requested, or (c) within two (2) business days of receipt if sent by express courier, and addressed to the Party at the address set forth below, or such other address as is designated by the applicable Party from time to time.

If to City:

City of San Angelo
Attn: Daniel Valenzuela
72 W. College Ave.
San Angelo, Texas 76903

If to Owner:

Zeppelin Energy Storage LLC
Attn: Jake Hitchings
1495 Canyon Blvd., Suite 235
Boulder, Colorado 80302

With a copy (that shall not constitute notice) to:

W. Ford Graham
McGuireWoods Consulting
C/O Elizabeth Stein
Gateway Plaza,
800 E Canal St,
Richmond, VA 23219

8.2 Authorization. This Agreement was authorized by resolution of the City Council

approved by its Council at a meeting authorizing the City Manager to execute this Agreement on behalf of the City.

8.3 Severability. In the event any section, subsection, paragraph, sentence, phrase or word herein is held invalid, illegal, unconstitutional or unenforceable, such invalidity, illegality, unconstitutionality or unenforceability shall not affect other provisions, and it is the intention of the Parties that in lieu of each provision that is held to be invalid, illegal, unconstitutional or unenforceable, a provision will be added to this Agreement which is valid, legal, constitutional and enforceable and is as similar in terms as possible to the provision held to be invalid, illegal, unconstitutional or unenforceable.

8.4 Governing Law. This Agreement shall be governed by the laws of the State of Texas without regard to any conflict of law rules. Exclusive venue for any action under this Agreement shall be the State District Court of Tom Green County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court. Notwithstanding Section 1.09.066 of the Tax Abatement Guidelines, and as a variance thereto, nothing in Section 1.09.066 shall be construed as to disallow Owner the right to judicial review of any dispute arising out of this Agreement or the Tax Abatement Guidelines.

8.5 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument. This Agreement may be executed in facsimile or electronically transmitted portable document format ("PDF") or by electronic means, and such signatures shall have the same force of law as one executed and witnessed by the parties in person.

8.6 Entire Agreement. This Agreement is the entire agreement of the Parties with respect to the tax abatements provided for hereunder. There is no other collateral oral or written agreement between the Parties that in any manner relates to the subject matter of this Agreement, except as provided in any Exhibits attached hereto or as that are otherwise expressly identified and described in this Agreement as being an agreement to be entered concurrently with or subsequent to this Effective Date of this Agreement. This Agreement cannot be modified without written agreement of the Parties.

8.7 Recitals. The determinations recited and declared in the preambles to this Agreement are hereby incorporated herein as part of this Agreement.

8.8 Exhibits. All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

8.9 Assignment. This Agreement shall be binding on and inure to the benefit of the Parties to it and their respective heirs, executors, administrators, legal representatives, successors, and permitted assigns. This Agreement may not be assigned by the Owner without the prior written consent of the City Manager not to be unreasonably withheld, delayed, or conditioned; and provided that Owner may assign this agreement to an affiliate that is directly or indirectly controlled by or is under common control with the Owner upon providing thirty (30) days written notice to City. In the event of an assignment to which City has consented, the assignee shall agree in writing to assume the obligations and liabilities of Owner in a form reasonably approved by City.

8.10 Employment of Undocumented Workers. Owner has executed the certification attached hereto as **Exhibit “B.”** During the Term of this Agreement, the Owner agrees not to knowingly employ any undocumented workers and, if convicted of a violation under 8 U.S.C. Section 1324a (f), the Owner shall repay the taxes abated herein, and any other funds received by the Owner from the City as of the date of such violation within 120 days after the date the Owner is notified by the City of such violation, plus interest at the rate of four percent (4%) compounded annually from the date of violation until paid. Owner is not liable for a violation of this section by a subsidiary, affiliate, or franchisee of Owner or by a person with whom Owner contracts.

8.11 Right of Offset. The City may at its option, offset any amounts due and payable under this Agreement against any debt (including taxes) lawfully due to the City from the Owner, regardless of whether the amount due arises pursuant to the terms of this Agreement or a Related Agreement or otherwise and regardless of whether or not the debt due the City has been reduced to judgment by a court.

[Signature page to follow]

EXECUTED this ____ day of _____ 2025.

CITY OF SAN ANGELO, TEXAS

By: _____
Daniel Valenzuela, City Manager

ATTEST:

Heather Stastny, City Clerk

APPROVED AS TO FORM:

By: _____
Brandon Dyson, Interim City
Attorney

Approved as to Content:

By: _____
Michael Dane, Interim
Economic Development
Director

Zeppelin Energy Storage, LLC

By: _____

Name: _____

Its: _____

EXHIBIT "A"
Legal Description

Being a 11.9803 acre tract out of that certain 32.00 acre tract also known as Parcel Two being all of First Tract, part of Second Tract and Fifth Tract, as described in Instrument No. 2017-633054, Official Public Records, Tom Green County, Texas, being out of Survey 1114, Abstract No. 8036, F. Tankersley, and being further described by metes and bounds as follows:

BEGINNING at a 1/2 inch iron pipe found in the North right-of-way line of E. 28th Street, for the Southwest corner, same being the Southeast corner of tract four of the said 32.00 acre tract, from which the Southwest corner of said 32 acre tract bears S.89°49'37"E. 835.55 feet;

THENCE N.0°26'11"E. at 1043.40 feet past a 1/2 inch iron rod found for the Southeast corner of a 1 acre tract out of said Second Tract, in all a total distance of 1252.57 feet to a 1/2 inch iron rod with cap "CEC 10194378" set for the Northwest corner;

THENCE S.89°35'58"E. 416.39 feet along the North line of said Second Tract and Fifth Tract, to a 1/2 inch iron with cap set for the Northeast corner, same being the Northeast corner of sat 32 acre tract;

THENCE S.0°23'17"W. 1250.91 feet along the East line of said Fifth Tract and First Tract, same being the East line of said 32 acre tract to a 1/2 inch iron rod with cap set in the North right-of-way line of E. 28th Street set for the Southeast corner;

THENCE N.89°49'37"W. 417.44 feet to the POINT OF BEGINNING and containing 11.9803 acres of land, more or less.

EXHIBIT “A”

Site Plan

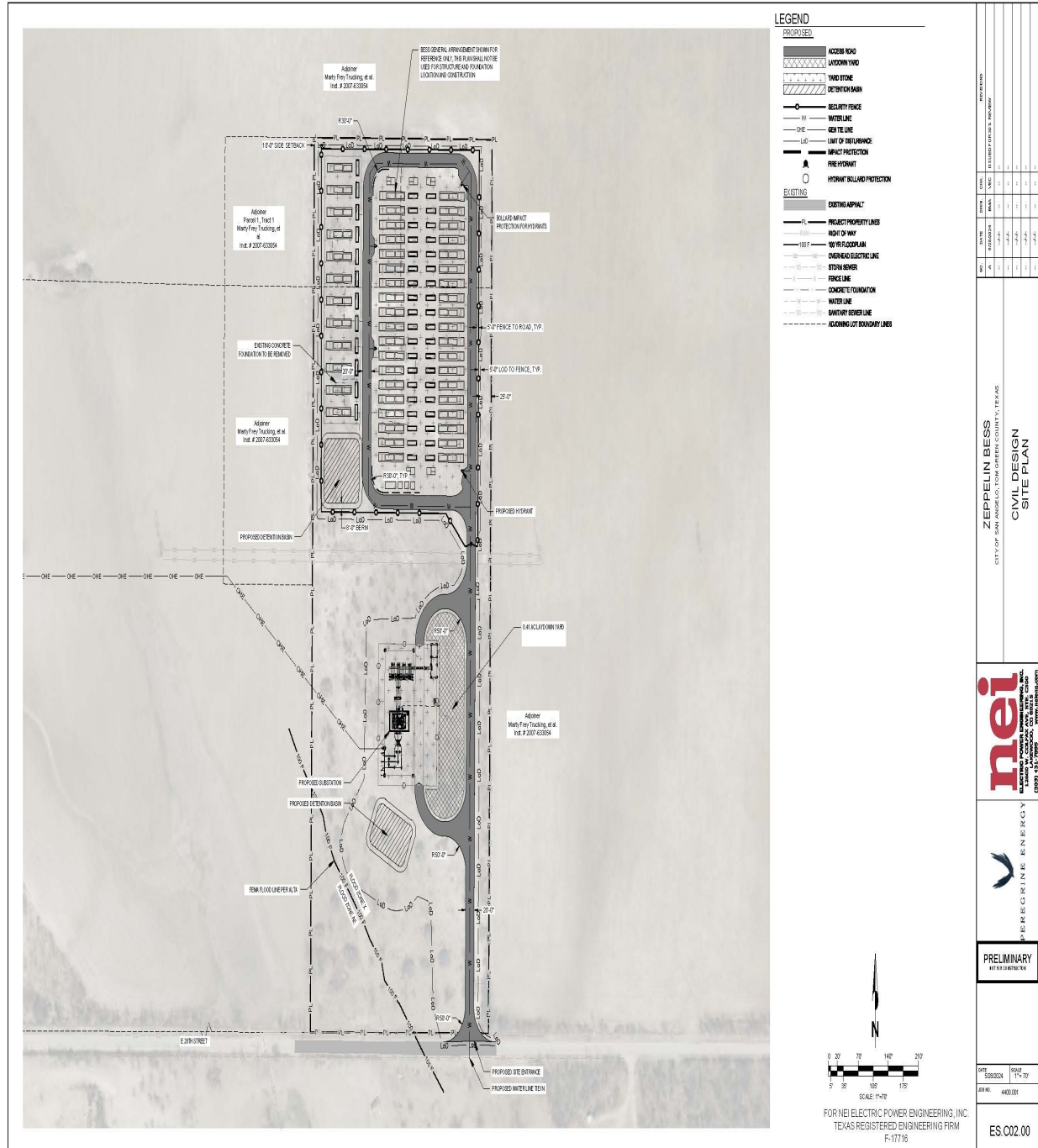


EXHIBIT “B”
Certification

Certification Regarding Employment of Undocumented Aliens

Zeppelin Energy Storage, LLC, a Delaware limited liability company authorized to conduct business in the State of Texas (the “Company”) hereby certifies to the City of San Angelo that Company and any branches, divisions, or departments of Company do not and will not knowingly employ an undocumented worker, as that term is defined by Section 2264.001(4) of the Texas Government Code.

ZEPPELIN ENERGY STORAGE, LLC

By: _____

Name: _____

Title: _____

EXHIBIT “C”

Affidavit

AFFIDAVIT OF COMPLIANCE

to 2025 Tax Abatement Agreement by and between

City of San Angelo & Zeppelin Energy Storage, LLC

For Business Personal Rendition and Payment of Real and Personal Property Taxes

STATE OF TEXAS, §
§
COUNTY OF TOM GREEN §

Before me, the undersigned notary public in and for the State of Texas, personally appeared the undersigned Affiant, who, being by me first duly sworn, deposes and as follows:

My name is _____, I am 18 years of age or older, of sound mind, capable of making this affidavit, and certify under penalty of perjury that I am personally acquainted with the facts herein stated:

1. I am, and at all times pertinent to the averments in this affidavit have been an owner, officer, and/or designated representative of Zeppelin Energy Storage, LLC (hereinafter “Company”); and I am duly authorized to make this affidavit for purposes of certifying on behalf of Company the facts attested to in my capacity as _____ for Company.

2. I make this affidavit in compliance with the terms of the Tax Abatement Agreement entered into by Zeppelin Energy Storage, LLC and the City of San Angelo, having an effective date of March ____, 2025 (hereinafter referred to as the “Agreement”), which Agreement I have read and understand.

3. I understand that Company has an obligation under the Agreement to provide the certifications attested to by me in this affidavit, as provided in Article II, General Provisions, Section 2.6 therein.-

4. "I hereby certify and warrant that for Tax Year____, (hereinafter the Report Period), the information provided as attached to this Affidavit and made a part hereof, is true and correct.

5. Attached hereto and made a part of this affidavit are true and correct copies of Company Rendition of Personal Business Property as submitted to the Tom Green County Appraisal District and the Receipt of Real and Personal Business Property Taxes Paid issued by the Tom Green County Appraisal District as required under the Agreement which verify the facts herein certified to by me.

Signature _____

Subscribed and sworn to (or affirmed) before me on this _____ day of

_____20__ by _____,

Notary Public, State of _____

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Aaron Vannoy, Director, Planning and Development Services

Meeting Date: March 18, 2025

Item type: Regular Item

Caption:

Consider approving TIRZ incentive requests for four South TIRZ private projects totaling \$184,356.12 that were approved by the TIRZ Board on 2/25/25 (Presentation made by Planning & Development Services Director Aaron Vannoy)

Staff Recommendation:

Approve

Summary/History:

The following projects were discussed and approved for recommended funding by the TIRZ board on February 25th with a 5-0 vote:

- a. 16 N Chadbourne - restoration of historical facade, requested \$75,000
- b. 200 S Magdalen - repaved parking lot on the eastern side of the building, requested \$17,136.90
- c. 123 N Chadbourne- add front awning along Chadbourne St and mural to 2nd street visible from Chadbourne, requested \$17,219.22
- d. 220 S Abe- restoration and facade improvements of multifamily structure, requested \$75,000

Amount for allocation in the South TIRZ: \$575,288. Total request of 184,356.12 leaving \$390,931.88 for future allocations this fiscal year.

All projects were recommended full funding by TIRZ Board. Staff ranked the projects from highest to lowest: 16 N Chadbourne, 220 S. Abe, 123 N Chadbourne and 200 S. Magdalen. All projects are eligible under the current criteria.

Funding Source(s):

Financial Impact:

Other Information/Recommendation:

Attachments:

1. 123 N Chadbourne TIRZ app
2. 200 S Magdalen APP
3. 220 S Abe app
4. 16 N Chadbourne packet

123 N Chadbourne TIRZ app.pdf
200 S Magdalen APP.pdf
220 S Abe app.pdf
16 N Chadbourne packet.pdf

Presentation:

Aaron Vannoy

Approvals/Reviews:

Aaron Vannoy
Aaron Vannoy
Kathleen Dabbert
Aaron Vannoy
Heather Stastny

Created/Initiated
Approved
Approved
Approved
Final Approval



TIRZ INCENTIVES APPLICATION & CHECKLIST



Fill in all blanks below and check applicable boxes for each item. All fields must be completed; "see attached" is not an appropriate response. Incomplete applications will not be processed.

SECTION 1: PROPERTY INFORMATION

Business Name: Blue Buffalo Art Gallery Date: 2/11/25

Business Owner (if different from above): Jerry Vicent

Business Address: 123 N. Chadbourne Mailing Address: 10274 Highway 67 East Marston, TX 76941

Business Phone: 325-245-7468 Secondary Phone: _____

Email: bluebuffaloartgallery@gmail.com Fax: _____

Property Owner: Jerry Vicent

Remit incentive payment(s) to: ☒ Property Owner ☒ Business Owner

NOTE: A W-9 for the applicable party checked above is a requirement of this application. Applications will not be accepted without this information.

SECTION 2: ELIGIBILITY INFORMATION

This property falls within the: ☐ TIRZ - North Eligibility Area ☒ TIRZ - South Eligibility Area
(NOTE: See attached maps)

For the South Area only, indicate if your project fits into one or more of these development categories & how it meets the description of that category:

- ☐ CATEGORY A - OFFICE/WORKFORCE - contributes new jobs and/or significant floor space for offices. _____
- ☐ CATEGORY B - RESTAURANT - contributes an additional type of cuisine or dining opportunity. _____
- ☐ CATEGORY C - HOUSING/HOTEL - contributes housing units for residential living. _____
- ☒ CATEGORY D - RETAIL/SALES - contributes a commercial business. _____

SECTION 3: INCENTIVE CATEGORIES

Below are the various types of incentives to which the requested funding may be applied. Carefully review the TIRZ Incentive Policy adopted 08/16/2022, specifically the different incentive types available. Please indicate below which item(s) you propose based on your funding request (Item 4C below & included in more detail on Worksheet B).

- | | | |
|---|---|---|
| ☒ Facade Improvement | ☐ Outdoor Storage & Screening | ☐ Secondary Egress |
| ☒ Historic Preservation | ☐ Paving (as part of larger project) | ☐ Asbestos Abatement |
| ☐ Landscape Installation | ☐ Sprinkler & Monitored Smoke Alarm System | ☐ Sales Tax |
| ☐ Property Tax Abatement | ☐ Development Fee Reductions | |

SECTION 4: FUNDING LEVEL

The funding level, as described in TIRZ Incentive Policy, outlines the various procedures and requirements for a proposal.

4A. The amount of funding requested is:

- ☐ Less than or equal to \$10,000
- ☒ Less than or equal to \$25,000
- ☐ More than \$25,000

4B. The total estimated project cost is:

~~\$26,833.95~~ 22,958.95

4C. The amount of funding requested is:

~~\$20,125.47~~ \$17,219.22 as detailed on Worksheet A, attached.

4D. The amount of proposed match (which must be TIRZ-eligible expenses) is:

~~\$6,708.48~~ \$5,739.73 as detailed on Worksheet A, attached.

SECTION 5: CRITERIA FOR EVALUATION OF APPLICATION

These criteria are also outlined on pages 2 & 3 of the TIRZ Incentive Policy adopted 07/21/15 and are to be utilized in the preparation of required documents as outlined in Section 6 of this application. Applicant is responsible for demonstrating which criteria are applicable to the proposed project and why. Proposed projects submitted during the application window will be ranked and the highest ranked will be considered for funding first. Rankings will be determined as outlined on page 2 of the TIRZ Incentives Policy

Does the proposed project:

- ☐ Provide connections between activities?
- ☒ Improve pedestrian & vehicular infrastructure?
- ☐ Provide or reinforce usable & defined open space?
- ☒ Strengthen the focus area's identity?
- ☒ Support the goals of making the area a cultural, leisure, and tourist destination?
- ☐ Improve the utilities and/or drainage infrastructure?
- ☐ Remediate environmental deficiencies or enhance public safety?
- ☒ Promote mixed-use development?
- ☒ Utilize architectural styles that compliment to historic areas already in existence?
- ☐ Help to mitigate or eliminate undesirable views or outside storage?
- ☐ Reduce the visual impact of parking areas?
- ☐ Preserve or provide natural landscaping?
- ☐ Implement environmentally friendly features, such as green building materials, rainwater harvest, or low-energy heating and cooling?
- ☐ Include an aggressive match by the applicant, in excess of what is minimally required?

SECTION 6: CHECKLIST OF REQUIRED DOCUMENTS

The following documents - in addition to a completed application - are minimum requirements.

Incomplete submittals WILL NOT BE REVIEWED for funding. Work may not begin until a Letter to Proceed is received.

- ☒ **SUMMARY:** a written summary outlining the overall scope of work to be performed;
- ☒ **APPLICATION:** completed & signed application (this document);
- ☒ **W-9:** used for establishing an account for payment by the City of San Angelo;
- ☒ **NARRATIVE:** used to demonstrate how the proposed project meets the criteria you selected as applicable in Section 5
- ☒ **PROJECT BUDGET:** a detailed accounting, using Worksheet A, of how the amount requested in Item 4C and 4D on the previous page would be applied to the incentive categories identified in Section 3 above, and how the match would be utilized. Note that the total must match the totals for items 4C and 4D and CANNOT include non-eligible items for funding or match.
- ☒ **DHRC LETTER OF APPROVAL:** If the project is within the Downtown Design District, the River Corridor District, a historic overlay zone, or any other district in which projects must be reviewed by the City's Design and Historic Review Commission (DHRC), a letter of approval for the project **MUST BE PROVIDED** with your application. **Applications that require DHRC approval for which no approval has been obtained WILL NOT BE CONSIDERED.** Please contact the City's Planning and Development Services Department to assist in determining if such approval is required.

SECTION 7: STATEMENT OF UNDERSTANDING:

1. I agree to comply with guidelines and procedures of the TIRZ Incentives Program and acknowledge that I have reviewed and understand the current policy (adopted by City Council on August 16, 2022).
2. I understand that no work on the proposed project may begin until and unless an official **Letter to Proceed** is provided to me. Any other work done is ineligible for funding. I further understand that no such document will be issued until an agreement reiterating the requirements of this policy is executed by all parties.
3. I understand that neglecting to provide all information required in and by this application will invalidate my application entirely.
4. I understand that I must submit cost documentation - including evidence of estimated costs as part of the budget and including paid invoices and/or receipts from contractors after the work is complete - in order to comply with the requirements of this program. I further understand that the City may contact contractors and subcontractors to ensure they have been paid.
5. I acknowledge that my funding proposal may be denied, partially approved, or fully approved, and is subject to funding availability.
6. I acknowledge that all documents as outlined in this application are minimum requirements and that incomplete applications will be rejected.

Signature of Property Owner Jerry Vincent Date: 2/11/25

SECTION 6: REPRESENTATIVE:

I hereby designate _____ as my representative on this project and prefer that any communication regarding this project be addressed to them directly. They may be reached at: _____

After you have completed this application and submitted the required exhibits, please mail or deliver this information to the Economic Development Department located at 69 N. Chadbourne St. in the Business Resource Center. The City may, at their discretion, request additional information regarding this application. Failure to provide such information in a timely manner may result in delay or rejection of your application.

FOR OFFICE USE ONLY:

COMPLETE? Y N

SIGNATURE OF ECONOMIC DEVELOPMENT SPECIALIST

DATE

Blue Buffalo- Jerry Vincent- 123 N. Chadbourne

Summary:

The purpose of this project is to enhance the exterior of the gallery. By adding an awning and a mural, the property will attract visitors and create a more vibrant space in this area of Chadbourne Street.

Narrative:

Awning-

Recreating the original awning of the building will add to the historic appeal and appearance of the property. The shade of color of the awning will not divert from the existing color of the building, as it will blend in with the beige exterior. In the sweltering heat of West Texas, the awning will serve as a respite for pedestrians, offering shade and solace on scorching days.

Mural-

Painted by Crystal Goodman & Associates

This mural, along with others that adorn the city, solidifies its status as the "Arts Capital of Texas," drawing tourists and art enthusiasts from near and far to revel in its artistic splendor. The mural resonates as a tribute to the rich heritage of San Angelo, a city that treasures its past while embracing the future. Within each letter of SAN ANGELO, is a depiction of some of our city's best assets such as the Fort Concho, ASU, Lake Nasworthy, and the Goodfellow Airforce Base.

Request for Taxpayer Identification Number and Certification

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

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

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Blue Buffalo Art Gallery		
2 Business name/disregarded entity name, if different from above Blue Buffalo Art Gallery		
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☒ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)	
5 Address (number, street, and apt. or suite no.) See instructions. 123 N. Chadbourne	Requester's name and address (optional)	
6 City, state, and ZIP code San Angelo, Texas 76902		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

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

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

Social security number	
463 - 86 - 2204	
or	
Employer identification number	
92 - 1288266	

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person ► Jerry Vincent	Date ► 2/11/15
-----------	---	-----------------------

General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

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

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

If you do not return Form W-9 to the requester with :
be subject to backup withholding. See What is backup
later.

Date of this notice: 12-08-2022

Employer Identification Number:
92-1288266

Form: SS-4

Number of this notice: CP 575 G

For assistance you may call us at:
1-800-829-4933

JERRY VINCENT
BLUE BUFFALO ART GALLERY
4166 KENNINGTON CREEK
SAN ANGELO, TX 76904

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 92-1288266. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

Taxpayers request an EIN for their business. Some taxpayers receive CP575 notices when another person has stolen their identity and are opening a business using their information. If you did not apply for this EIN, please contact us at the phone number or address listed on the top of this notice.

When filing tax documents, making payments, or replying to any related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear-off stub and return it to us.

A limited liability company (LLC) may file Form 8832, *Entity Classification Election*, and elect to be classified as an association taxable as a corporation. If the LLC is eligible to be treated as a corporation that meets certain tests and it will be electing S corporation status, it must timely file Form 2553, *Election by a Small Business Corporation*. The LLC will be treated as a corporation as of the effective date of the S corporation election and does not need to file Form 8832.

To obtain tax forms and publications, including those referenced in this notice, visit our Web site at www.irs.gov. If you do not have access to the Internet, call 1-800-829-3676 (TTY/TDD 1-800-829-4059) or visit your local IRS office.

IMPORTANT REMINDERS:

- * Keep a copy of this notice in your permanent records. This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you. You may give a copy of this document to anyone asking for proof of your EIN.
- * Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.
- * Refer to this EIN on your tax-related correspondence and documents.
- * Provide future officers of your organization with a copy of this notice.

Your name control associated with this EIN is VTNC. You will need to provide this information along with your EIN, if you file your returns electronically.

Safeguard your EIN by referring to Publication 4557, Safeguarding Taxpayer Data: A Guide for Your Business.

You can get any of the forms or publications mentioned in this letter by visiting our website at www.irs.gov/forms-pubs or by calling 800-TAX-FORM (800-829-3676).

If you have questions about your EIN, you can contact us at the phone number or address listed at the top of this notice. If you write, please tear off the stub at the bottom of this notice and include it with your letter.

Thank you for your cooperation.

Keep this part for your records. CP 575 G (Rev. 7-2007)

Return this part with any correspondence so we may identify your account. Please correct any errors in your name or address.

CP 575 G

9999999999

Your Telephone Number Best Time to Call DATE OF THIS NOTICE: 12-08-2022
 () - EMPLOYER IDENTIFICATION NUMBER: 92-1288266
 FORM: SS-4 NOBOD

INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

JERRY VINCENT
BLUE BUFFALO ART GALLERY
4166 KENSINGTON CREEK

Your **Tax ID/EIN** submission has passed all validations by the IRS and been issued. Your nine-digit **number** is ready to use for unique **identification** of **employer tax** accounts.

The nine-digit **EIN number** and confirmation notice are both attached to this email in the form of a PDF. Please be sure to download, save and print for ease of use.

We congratulate you on your exciting new venture into business ownership!

Thank you for choosing **USA Taxid**.

If you have any questions at all, please contact

QUOTE

Dynamic Painting & Remodeling
601 Locust St.
San Angelo, TX 76901
325-650-3802

Bill To:

Blue Buffalo
Jerry Vincent
123 Chadbourne
San Angelo, TX 76903

QTY	DESCRIPTION	AMOUNT
1	5' x 28' metal awning installed on existing building	9,385.00
1	Paint front of building (2 colors TBD)	3,875.00 100% Off

	Subtotal	13,260.00
	Tax	1,093.95
	TOTAL	\$14,353.00

Terms & Conditions:

Half down payment is required to begin the project.

Thank you!



C. Goodman Art

Muralist Contract

Crystal Goodman
P. O. Box 3650
San Angelo, Tx 76902

(325) 340.2822

cgoodmanart@hotmail.com

Client:

Blue Buffalo Art Gallery Phone: 325-245-7468

Address: 123 N. Chadbourne, San Angelo, TX / Date Quote 11-27-2022

Agree to contract with Muralist, Crystal Goodman for

Soldier with Wings Mural 16'x33' on outside 2nd floor wall.

Wall is up on outside second floor/will be repaired & primed

before mural painting-included = 528 sq ft x \$35 = 18,480

Total Cost \$ 18,480⁰⁰ (Supplies Included)

A 1/2 non-refundable deposit is required at contract signing to secure scheduled dates.

Start Date for Painting - To be determined Estimated Completion Date - * 4 wks from start date

Any Changes made after the start date of painting will be additional fees.

Total Cost \$ 18,480⁰⁰

Minus Deposit (1/2 total) _____

Balance Due At Completion Of Mural \$ _____

Signed & Agreed _____ Date _____

* Estimated date of completion DEPENDS on any changes made from the original sketch & bar no unforeseen emergencies for both parties and the weather conditions for outdoor murals.



The City Of

San Angelo, Texas

52 West College Avenue - Zip 76903

Planning Division

April 03, 2023

Jerry Vincent
10274 Hwy 67 East
Mertzon, TX 76941

SUBJECT AND PROPERTY: CA22-10: 123 N. Chadbourne Street - a request for a Certificate of Appropriateness for placing a shed at the back of the property and painting of a mural on the side wall of the building located at 123 N Chadbourne St.

Dear Mr. Vincent:

At its meeting on **Thursday, April 3, 2023**, the Design & Historic Review Commission for the City of San Angelo **APPROVED** your case CA22-10: 123 N. Chadbourne Street, a request for a Certificate of Appropriateness for placing a shed at the back of the property and painting of a mural on the side wall of the building located at 123 N Chadbourne St., **subject to three (3) conditions of approval:**

1. The colors, dimensions, and materials of all improvements shall be consistent with the renderings approved by the Design and Historic Review Commission. Minor deviations may be approved by the Planning and Development Services Director.
2. The applicant shall obtain the required permits from the Building Permits and Inspections Division, as required for new buildings.
3. Shed be placed East to West and paint to match building color.

Please be advised that the required permits are obtainable from the City's Permits and Inspections Division, located at 52 West College Avenue. They may also be reached by phone at (325) 657-4210. We will also send a copy of this clearance letter to their attention so that they will also understand the circumstances and issue the permits accordingly. If you require further assistance, please contact me at the Planning Division, (325) 657-4210, or via email at Planning@cosatx.us

Sincerely,

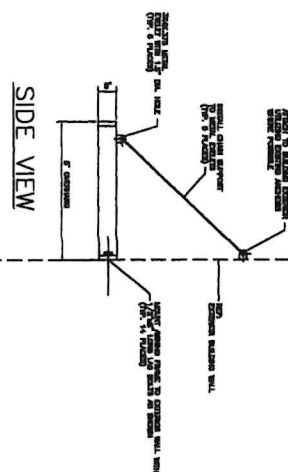
Rae Lineberry

Planner





The awning will be similar to the awning across the street at Dix Key Shop. It will not include the pillars.



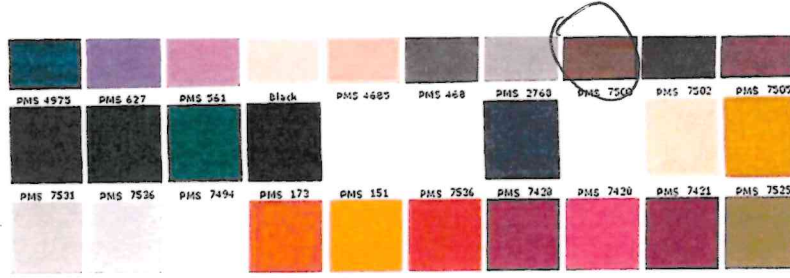
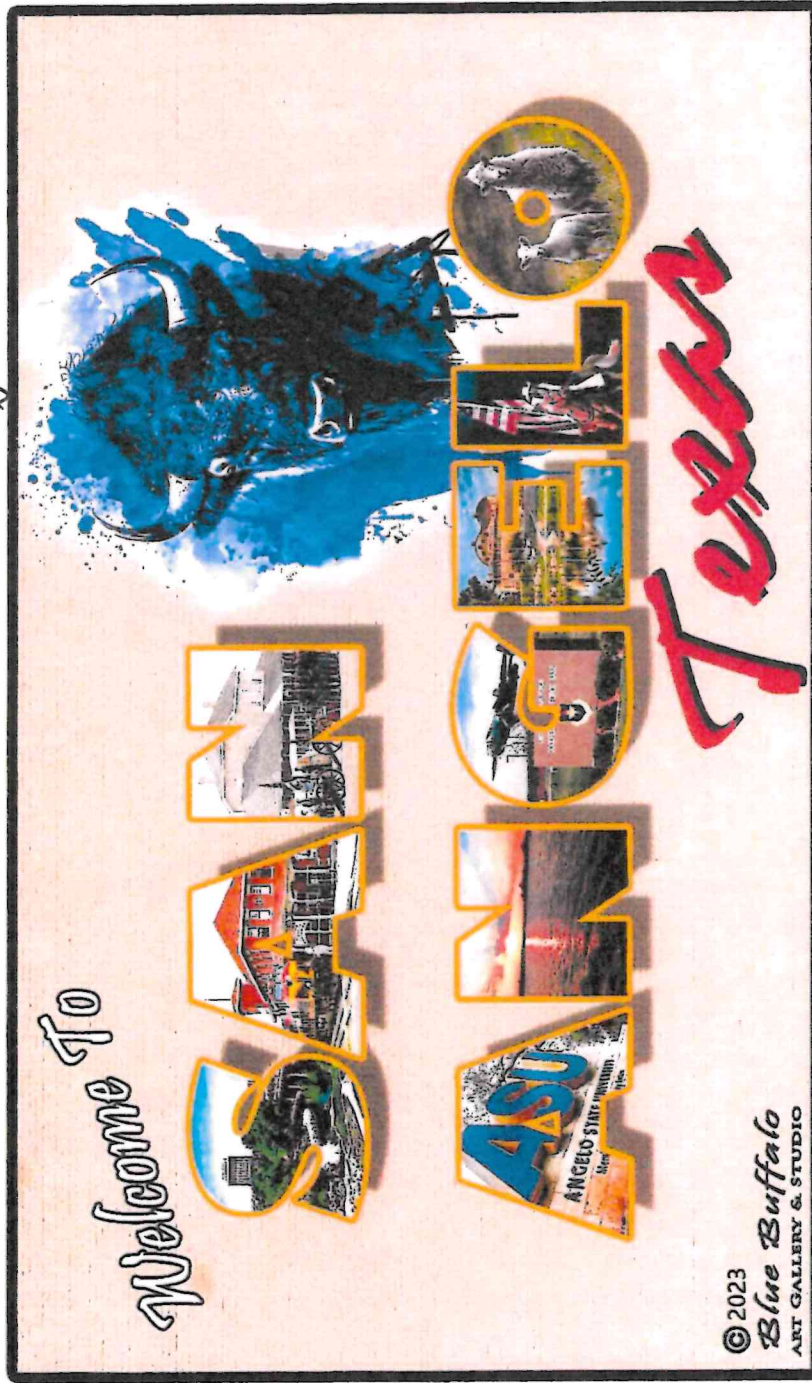
FRONT VIEW



DYNAMIC CONSTRUCTION FIREMANS & ENGINEERS BUILDING DRAWING		123 CHADBOURNE - SAN ANGELO TEXAS 76903 BLUE BUFFALO		REMARKS	
--	--	--	--	---------	--

Will be brown instead
of blue.

✓



Old Central Firehouse Pizzeria & Taproom
200 S. Magdalen
San Angelo, TX 76903

TIRZ SUMMARY

In an effort to keep customers safe and for our parking lot to be aesthetically pleasing, we would like to repave and restripe the north parking lot. This parking lot is used for our pizzeria guests and people who visit the city park next door. Currently the pavement is uneven making it difficult for those with disabilities and/or in wheelchairs to visit. The stripes have also faded where they should be marked for parking spots but most importantly for our handicap space.

An asphalt company would:

Rip and replace existing parking lot. All old asphalt will be ripped up and hauled away. The existing base will be scarified and moisture and compacted. Any low spots in base or pumping will be excavated and replaced with new. After all prep is complete they install new, fresh typed hot mix asphalt at 2" thick. After asphalt has cooled they will restripe the parking lot.



TIRZ INCENTIVES APPLICATION & CHECKLIST



Fill in all blanks below and check applicable boxes for each item. All fields must be completed; "see attached" is not an appropriate response. Incomplete applications will not be processed.

SECTION 1: PROPERTY INFORMATION

Business Name: OCF Partners, LLC Old Central Firehouse Arena Date: 1-6-25

Business Owner (if different from above): Jody - Michele Babush

Business Address: 200 S Magdalen St Mailing Address: _____

Business Phone: 325-227-1610 Secondary Phone: 325-277-2915 Michele

Email: ocfirehouse@hotmail.com Fax: _____

Property Owner: Angels Choice Properties LLC

Remit incentive payment(s) to: ☐ Property Owner ☐ Business Owner

NOTE: A W-9 for the applicable party checked above is a requirement of this application. Applications will not be accepted without this information.

SECTION 2: ELIGIBILITY INFORMATION

This property falls within the: ☐ TIRZ - North Eligibility Area ☒ TIRZ - South Eligibility Area
(NOTE: See attached maps)

For the South Area only, indicate if your project fits into one or more of these development categories & how it meets the description of that category:

☐ CATEGORY A - OFFICE/WORKFORCE - contributes new jobs and/or significant floor space for offices. _____

☒ CATEGORY B - RESTAURANT - contributes an additional type of cuisine or dining opportunity. _____

☐ CATEGORY C - HOUSING/HOTEL - contributes housing units for residential living. _____

☐ CATEGORY D - RETAIL/SALES - contributes a commercial business. _____

SECTION 3: INCENTIVE CATEGORIES

Below are the various types of incentives to which the requested funding may be applied. Carefully review the TIRZ Incentive Policy adopted 09/19/2023, specifically the different incentive types available. Please indicate below which item(s) you propose based on your funding request (Item 4C below & included in more detail on Worksheet B).

- | | | |
|--|---|---|
| ☐ Facade Improvement | ☐ Outdoor Storage & Screening | ☐ Secondary Egress |
| ☐ Historic Preservation | ☒ Paving (part of a larger project and meet ADA requirements) | |
| ☐ Asbestos Abatement | ☐ Landscape Installation | ☐ Sprinkler & Monitored Smoke Alarm System |
| ☐ Sales Tax | ☐ Property Tax Abatement | ☐ Development Fee Reductions |

SECTION 4: FUNDING LEVEL

The funding level, as described in TIRZ Incentive Policy, outlines the various procedures and requirements for a proposal.

4A. The amount of funding requested is:

- ☐ Less than or equal to \$10,000
- ☒ Less than or equal to \$25,000
- ☐ More than \$25,000

4B. The total estimated project cost is: 22,849.21.

4C. The amount of funding requested is: 17,136.90, as detailed on Worksheet A, attached.

4D. The amount of proposed match (which must be TIRZ-eligible expenses) is: 5712.31, as detailed on Worksheet A, attached.

SECTION 5: CRITERIA FOR EVALUATION OF APPLICATION

These criteria are also outlined on pages 2 & 3 of the TIRZ Incentive Policy adopted 09/19/23 and are to be utilized in the preparation of required documents as outlined in Section 6 of this application. Applicant is responsible for demonstrating which criteria are applicable to the proposed project and why. Proposed projects submitted during the application window will be ranked and the highest ranked will be considered for funding first. Rankings will be determined as outlined on page 2 of the TIRZ Incentives Policy

Does the proposed project:

- ☒ Provide connections between activities?
- ☒ Improve pedestrian & vehicular infrastructure?
- ☒ Provide or reinforce usable & defined open space?
- ☐ Strengthen the focus area's identity?
- ☒ Support the goals of making the area a cultural, leisure, and tourist destination?
- ☒ Improve the utilities and/or drainage infrastructure?
- ☒ Remediate environmental deficiencies or enhance public safety?
- ☐ Promote mixed-use development?
- ☐ Utilize architectural styles that compliment to historic areas already in existence?
- ☐ Help to mitigate or eliminate undesirable views or outside storage?
- ☒ Reduce the visual impact of parking areas?
- ☐ Preserve or provide natural landscaping?
- ☐ Implement environmentally-friendly features, such as green building materials, rainwater harvest, or low-energy heating and cooling?
- ☐ Include an aggressive match by the applicant, in excess of what is minimally required?

SECTION 6: CHECKLIST OF REQUIRED DOCUMENTS

The following documents - in addition to a completed application - are minimum requirements.

Incomplete submittals WILL NOT BE REVIEWED for funding. Work may not begin until a Letter to Proceed is received.

- ☒ **SUMMARY:** a written summary outlining the overall scope of work to be performed;
- ☒ **APPLICATION:** completed & signed application (this document);
- ☒ **W-9:** used for establishing an account for payment by the City of San Angelo;
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1. I agree to comply with guidelines and procedures of the TIRZ Incentives Program and acknowledge that I have reviewed and understand the current policy (adopted September 19, 2023 by City Council).
2. I understand that no work on the proposed project may begin until and unless an official **Letter to Proceed** is provided to me. Any other work done is ineligible for funding. I further understand that no such document will be issued until an agreement reiterating the requirements of this policy is executed by all parties.
3. I understand that neglecting to provide all information required in and by this application will invalidate my application entirely.
4. I understand that I must submit cost documentation - including evidence of estimated costs as part of the budget and including paid invoices and/or receipts from contractors after the work is complete - in order to comply with the requirements of this program. I further understand that the City may contact contractors and subcontractors to ensure they have been paid.
5. I acknowledge that my funding proposal may be denied, partially approved, or fully approved, and is subject to funding availability.
6. I acknowledge that all documents as outlined in this application are minimum requirements and that incomplete applications will be rejected.

Signature of Property Owner

J. Babiarz

Date:

2-11-25

SECTION 6: REPRESENTATIVE:

I hereby designate _____ as my representative on this project and prefer that any communication regarding this project be addressed to them directly. They may be reached at: _____.

After you have completed this application and submitted the required exhibits, please mail or deliver this information to Planning and Development Services located at 52 W College Ave. The City may, at their discretion, request additional information regarding this application. Failure to provide such information in a timely manner may result in delay or rejection of your application.

FOR OFFICE USE ONLY:

COMPLETE? Y N

SIGNATURE OF DEVELOPMENT SERVICES COORDINATOR

DATE

**Request for Taxpayer
Identification Number and Certification**

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

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

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) OCF Partners LLC	
	2 Business name/disregarded entity name, if different from above. dba Old Central Firehouse Pizzeria & Taproom	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate ☒ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) S Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☐ Other (see instructions)	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions ☐	
	5 Address (number, street, and apt. or suite no.). See instructions. 200 S. Magdalen St.	Requester's name and address (optional)
6 City, state, and ZIP code San Angelo, TX 76903		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

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

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

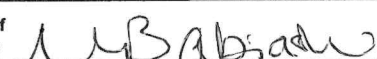
Social security number								
			-					
or								
Employer identification number								
8	4	-	2	9	8	4	4	8

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person 	Date 2-11-2025
------------------	--	-----------------------

General Instructions

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

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

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

Old Central Firehouse Pizzeria & Taproom
200 S. Magdalen
San Angelo, TX 76903

TIRZ NARRATIVE

A newly paved parking lot will provide connections between Old Central Firehouse Pizzeria & Taproom and the city's Fireman Memorial Park. The newly paved parking lot will improve pedestrian infrastructure by not only allowing wheelchair access to the pizzeria on a safe, even parking lot but the same for those visiting the adjacent city park. Vehicle infrastructure will improve by providing an even surface without potholes for vehicles. As the potholes get bigger and the asphalt gets more uneven, this can pose a danger to someone in a wheelchair as chances of them tipping over and/or losing their balance increases. The same risks pertain to stroller, someone using a walker or those on crutches.

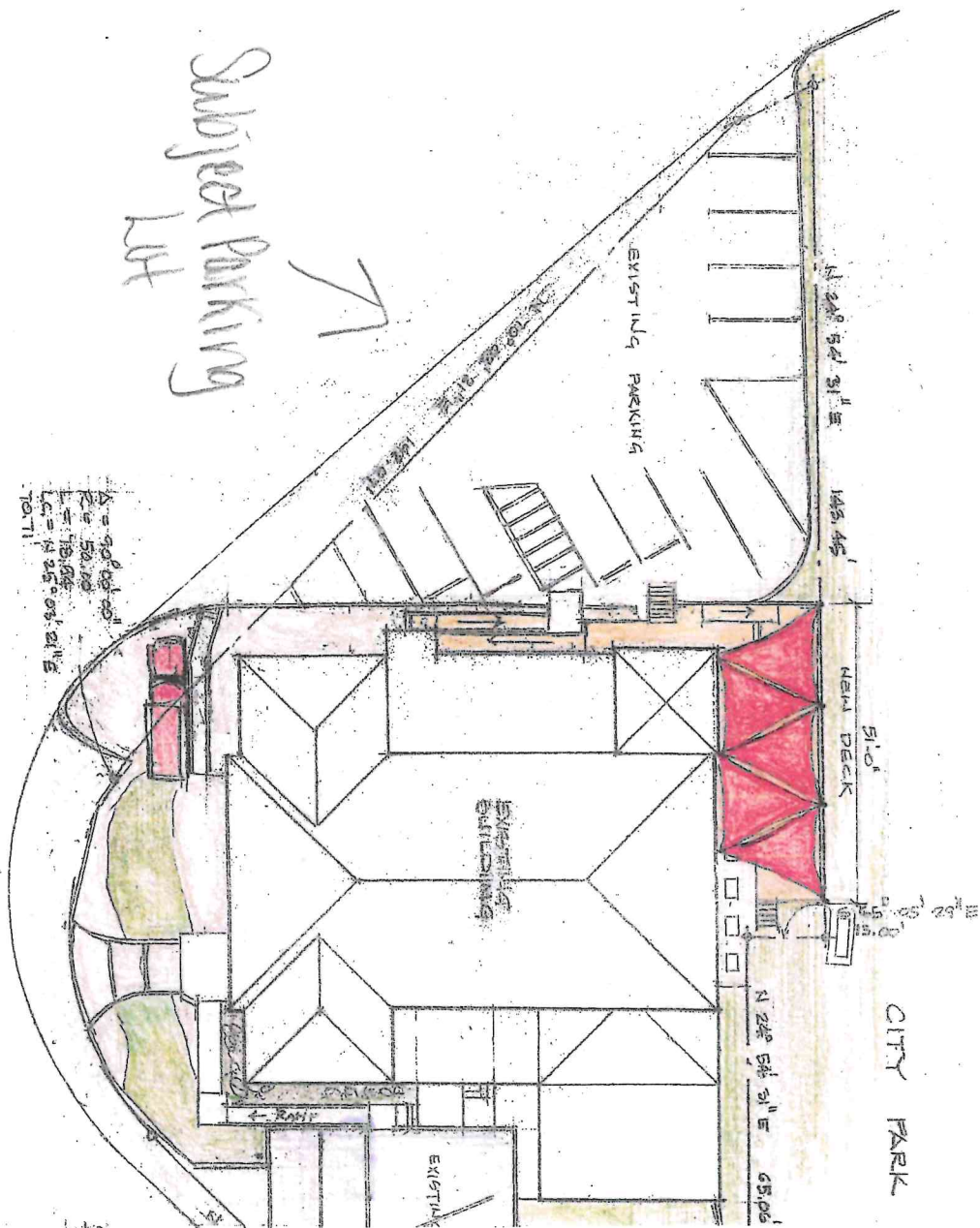
This will provide usable and defined open space by restriping. This will be helpful to all guests but mostly those parking in the handicap parking spot. There will be clear and bright new stripes indicating that it is reserved and van accessible.

A newly paved parking lot will support the goals of making the area a cultural, leisure and tourist destination by having a safe place for visitors downtown to park. The parking lot at Old Central Firehouse is often used by downtown visitors, whether the visitors are there to enjoy the pizzeria or the park and/or walk around downtown to another of the close by offerings (The pop-art Museum, Paintbrush Alley, Eggemeyers, etc).

A new paved parking lot will improve drainage infrastructure by being a level area where rain does not pool. Currently, it can sometimes be hard to walk through, especially in the instance of a wheelchair, stroller, crutches and/or a walker.

A newly parking lot will reduce the impact of the parking area. Currently, it looks a little 'sad' compared to the Firehouse as a whole. With its brick, red accent, tower and two patios, the Firehouse is a majestic sight. A new parking lot is just what this building needs to enhance its beauty.

[illegible]



SCALE
1" = 200'



TIRZ INCENTIVES APPLICATION & CHECKLIST



Fill in all blanks below and check applicable boxes for each item. All fields must be completed; "see attached" is not an appropriate response. Incomplete applications will not be processed.

SECTION 1: PROPERTY INFORMATION

Business Name: JKLS Properties Date: 2-10-25

Business Owner (if different from above): _____

Business Address: 2204 W Ave N Mailing Address: 2206 W Ave N

Business Phone: 325-450-1515 Secondary Phone: 325-234-6607

Email: JKLS Properties@gmail.com Fax: _____

Property Owner: Jeff & Lori Padilla

Remit incentive payment(s) to: ☒ Property Owner

☐ Business Owner

NOTE: A W-9 for the applicable party checked above is a requirement of this application. Applications will not be accepted without this information.

SECTION 2: ELIGIBILITY INFORMATION

This property falls within the: ☐ TIRZ - North Eligibility Area ☒ TIRZ - South Eligibility Area
(NOTE: See attached maps)

For the South Area only, indicate if your project fits into one or more of these development categories & how it meets the description of that category:

☐ CATEGORY A - OFFICE/WORKFORCE - contributes new jobs and/or significant floor space for offices. _____

☐ CATEGORY B - RESTAURANT - contributes an additional type of cuisine or dining opportunity. _____

☒ CATEGORY C - HOUSING/HOTEL - contributes housing units for residential living. _____

☐ CATEGORY D - RETAIL/SALES - contributes a commercial business. _____

SECTION 3: INCENTIVE CATEGORIES

Below are the various types of incentives to which the requested funding may be applied. Carefully review the TIRZ Incentive Policy adopted 09/19/2023, specifically the different incentive types available. Please indicate below which item(s) you propose based on your funding request (Item 4C below & included in more detail on Worksheet B).

- | | | |
|--|--|---|
| ☒ Facade Improvement | ☐ Outdoor Storage & Screening | ☐ Secondary Egress |
| ☐ Historic Preservation | ☐ Paving (part of a larger project and meet ADA requirements) | |
| ☐ Asbestos Abatement | ☒ Landscape Installation | ☐ Sprinkler & Monitored Smoke Alarm System |
| ☐ Sales Tax | ☐ Property Tax Abatement | ☐ Development Fee Reductions |

SECTION 4: FUNDING LEVEL

The funding level, as described in TIRZ Incentive Policy, outlines the various procedures and requirements for a proposal.

4A. The amount of funding requested is:

- ☐ Less than or equal to \$10,000
- ☐ Less than or equal to \$25,000
- ☒ More than \$25,000

4B. The total estimated project cost is: \$ 82,596.27

4C. The amount of funding requested is: \$ 75,000.00, as detailed on Worksheet A, attached.

4D. The amount of proposed match (which must be TIRZ-eligible expenses) is: \$ 20,649.06, as detailed on Worksheet A, attached.

SECTION 5: CRITERIA FOR EVALUATION OF APPLICATION

These criteria are also outlined on pages 2 & 3 of the TIRZ Incentive Policy adopted 09/19/23 and are to be utilized in the preparation of required documents as outlined in Section 6 of this application. Applicant is responsible for demonstrating which criteria are applicable to the proposed project and why. Proposed projects submitted during the application window will be ranked and the highest ranked will be considered for funding first. Rankings will be determined as outlined on page 2 of the TIRZ Incentives Policy

Does the proposed project:

- ☐ Provide connections between activities?
- ☐ Improve pedestrian & vehicular infrastructure?
- ☐ Provide or reinforce usable & defined open space?
- ☐ Strengthen the focus area's identity?
- ☒ Support the goals of making the area a cultural, leisure, and tourist destination?
- ☐ Improve the utilities and/or drainage infrastructure?
- ☐ Remediate environmental deficiencies or enhance public safety?
- ☐ Promote mixed-use development?
- ☒ Utilize architectural styles that compliment to historic areas already in existence?
- ☐ Help to mitigate or eliminate undesirable views or outside storage?
- ☐ Reduce the visual impact of parking areas?
- ☐ Preserve or provide natural landscaping?
- ☐ Implement environmentally-friendly features, such as green building materials, rainwater harvest, or low-energy heating and cooling?
- ☐ Include an aggressive match by the applicant, in excess of what is minimally required?

SECTION 6: CHECKLIST OF REQUIRED DOCUMENTS

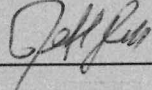
The following documents - in addition to a completed application - are minimum requirements.

Incomplete submittals WILL NOT BE REVIEWED for funding. Work may not begin until a Letter to Proceed is received.

- ☒ **SUMMARY:** a written summary outlining the overall scope of work to be performed;
- ☒ **APPLICATION:** completed & signed application (this document);
- ☒ **W-9:** used for establishing an account for payment by the City of San Angelo;
- ☒ **NARRATIVE:** used to demonstrate how the proposed project meets the criteria you selected as applicable in Section 5
- ☐ **PROJECT BUDGET:** a detailed accounting, using Worksheet A, of how the amount requested in Item 4C and 4D on the previous page would be applied to the incentive categories identified in Section 3 above, and how the match would be utilized. Note that the total must match the totals for items 4C and 4D and CANNOT include non-eligible items for funding or match.
- ☒ **DHRC LETTER OF APPROVAL:** If the project is within the Downtown Design District, the River Corridor District, a historic overlay zone, or any other district in which projects must be reviewed by the City's Design and Historic Review Commission (DHRC), a letter of approval for the project **MUST BE PROVIDED** with your application. **Applications that require DHRC approval for which no approval has been obtained WILL NOT BE CONSIDERED.** Please contact the City's Planning and Development Services Department to assist in determining if such approval is required.

SECTION 7: STATEMENT OF UNDERSTANDING:

1. I agree to comply with guidelines and procedures of the TIRZ Incentives Program and acknowledge that I have reviewed and understand the current policy (adopted September 19, 2023 by City Council).
2. I understand that no work on the proposed project may begin until and unless an official **Letter to Proceed** is provided to me. Any other work done is ineligible for funding. I further understand that no such document will be issued until an agreement reiterating the requirements of this policy is executed by all parties.
3. I understand that neglecting to provide all information required in and by this application will invalidate my application entirely.
4. I understand that I must submit cost documentation - including evidence of estimated costs as part of the budget and including paid invoices and/or receipts from contractors after the work is complete - in order to comply with the requirements of this program. I further understand that the City may contact contractors and subcontractors to ensure they have been paid.
5. I acknowledge that my funding proposal may be denied, partially approved, or fully approved, and is subject to funding availability.
6. I acknowledge that all documents as outlined in this application are minimum requirements and that incomplete applications will be rejected.

Signature of Property Owner  Date: 2-17-25

SECTION 6: REPRESENTATIVE:

I hereby designate Jeff Padilla as my representative on this project and prefer that any communication regarding this project be addressed to them directly. They may be reached at: 234-6607
padilla.jeff@ycdev.com

After you have completed this application and submitted the required exhibits, please mail or deliver this information to Planning and Development Services located at 52 W College Ave. The City may, at their discretion, request additional information regarding this application. Failure to provide such information in a timely manner may result in delay or rejection of your application.

FOR OFFICE USE ONLY:

COMPLETE? Y N

SIGNATURE OF DEVELOPMENT SERVICES COORDINATOR

DATE



1) North to West side

From: JEFF PADILLA padillapainting@yahoo.com
Subject: W-9
Date: Feb 14, 2025 at 2:58:15 PM
To: JEFF PADILLA padillapainting@yahoo.com

W-9 Form (Rev. March 2024) Department of the Treasury Internal Revenue Service		Request for Taxpayer Identification Number and Certification Go to www.irs.gov/FormW9 for instructions and the latest information.		Give form to the requester. Do not send to the IRS.																																													
Before you begin. For guidance related to the purpose of Form W-9, see <i>Purpose of Form</i> , below.																																																	
1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) Jkls Properties LLC																																																	
2 Business name/disregarded entity name, if different from above.																																																	
Print or type. See Specific Instructions on page 3.	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate ☒ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) P Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☐ Other (see instructions)			4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)																																													
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions ☐																																																
	5 Address (number, street, and apt. or suite no.). See instructions. 2206 West Avenue N			Requester's name and address (optional)																																													
	6 City, state, and ZIP code San Angelo, TX 76904																																																
7 List account number(s) here (optional):																																																	
Part I Taxpayer Identification Number (TIN)																																																	
Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i>, later.																																																	
Note: If the account is in more than one name, see the instructions for line 1. See also <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.																																																	
<table border="1" style="width: 100%; border-collapse: collapse;"><tr><td colspan="9" style="text-align: center;">Social security number</td></tr><tr><td style="width: 25px; height: 25px;"></td><td style="width: 25px; height: 25px;"></td><td style="width: 25px; height: 25px;"></td><td style="width: 25px; height: 25px;"></td><td style="width: 25px; height: 25px;"></td><td style="width: 25px; height: 25px;"></td><td style="width: 25px; height: 25px;"></td><td style="width: 25px; height: 25px;"></td><td style="width: 25px; height: 25px;"></td></tr><tr><td colspan="9" style="text-align: center;">OR</td></tr><tr><td colspan="9" style="text-align: center;">Employer identification number</td></tr><tr><td style="width: 25px; height: 25px;">6</td><td style="width: 25px; height: 25px;">1</td><td style="width: 25px; height: 25px;"></td><td style="width: 25px; height: 25px;">4</td><td style="width: 25px; height: 25px;">5</td><td style="width: 25px; height: 25px;">6</td><td style="width: 25px; height: 25px;">0</td><td style="width: 25px; height: 25px;">2</td><td style="width: 25px; height: 25px;">6</td></tr></table>					Social security number																		OR									Employer identification number									6	1		4	5	6	0	2	6
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What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

From: JEFF PADILLA padillapainting@yahoo.com
Subject: 220 S Abe
Date: Feb 14, 2025 at 3:03:13 PM
To: JEFF PADILLA padillapainting@yahoo.com

We are wanting to improve this 8 unit apt bldg on one of San Angelo's most traveled roads.

Installation of awnings above door ways, new windows, concrete sidewalks, front patios with synthetic turf. A faux wood wall with decorative cinder block above. Rod iron gates at both entrances painted black.

Padilla Painting

3254501515 San Angelo

Padillapainting.com

WINDOW DEPOT^{USA}



of West Texas

505 North Chadbourne

San Angelo, TX 76903

(2/03/2025)

Phone 325-227-6961

Fax 325-944-4686

JKLS Properties

2206 W Avenue N

San Angelo, TX 76904

325-234-6607

padillapainting@yahoo.com

Project:

Apartment Building

220 S Abe St.

Replacement window quote

I am quoting to replace all of the windows, 1st and 2nd story, on north and west sides of the building. They are to be replaced with a lifetime warranted, vinyl window from Wincore. The windows are to be black on the exterior and white on the interior. They will be dual pane with Low E 366 glass and argon gas for superior energy efficiency. I quoting to do a total frame removal of the existing wood windows and install the new vinyl windows brick to brick to eliminate future maintenance.

This would be a total of 29 windows to be replaced.

Total cost for all windows, labor, materials, and equipment rental would be \$37,047.21.

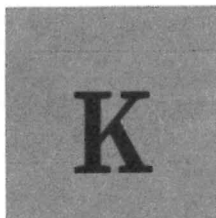
We carry General Liability insurance and Workers Compensation insurance on our employees and will furnish proof of issuance upon request.

Thanks for the opportunity to bid on your project and please call if you have any questions.

Thanks again,
Casey Deering

From: JEFF PADILLA padillapainting@yahoo.com
Subject: Screenshot 2025-02-13 at 2.49.37 PM
Date: Feb 13, 2025 at 2:50:06 PM
To: JEFF PADILLA padillapainting@yahoo.com

Awning



CONSTRUCTION PROPOSAL

220 S. ABE ST., SAN ANGELO, TX
Kevin Kom
8109 Duckworth Rd.
San Angelo, TX 76903
325.213.3570

Quantity	Description	Unit Price	Amount
	4X4 3/16 SQUARE TUBING	\$300.00	\$300.00
	GATE MATERIAL	\$750.00	\$750.00
	R-PANEL (AWNING MATERIAL)	\$400.00	\$400.00
	C-PURLING 3" (AWNING MATERIAL)	\$165.00	\$165.00
	ANCHORS	\$140.00	\$140.00
	CONSUMABLES	\$75.00	\$75.00
	WELD RODS/WIRE	\$100.00	\$100.00
	TORCH BOTTLES	\$125.00	\$125.00
	STEEL CABLE	\$125.00	\$125.00
	RUST RESISTANT TREAT	\$125.00	\$125.00
	HINGES	\$145.00	\$145.00
10	MACHINE HOURS	\$300.00	\$300.00
	805 2PC (GATE)	\$1,250.00	\$1,250.00

	6X5 2PC (GATE)	\$1,250.00	\$1,250.00
	4X5 1 PC (GATE	\$625.00	\$625.00
	GATE INSTALL	\$850.00	\$850.00
	AWNING INSTALLATION	\$2,200.00	\$2,200.00
	PAINT PREPPING	\$300.00	\$300.00
		SUBTOTAL	\$7,975.00
		:	
		TAX RATE:	6.25%
		SALES TAX:	\$498.43
NOTES	*This Proposal Includes The Conditions Noted: Half of the Proposal Costs is Needed for Deposit.	TOTAL:	\$8,473.43
JOB DESCRIPTION	*Installing awnings, anchoring, and covering with R-panel welding in cross braces. Adding anchor plate and support cable, paint prepping awning beams, and rust resistant treatment. * Build and install entrance and side gate. Build and fabricate gates. Dig holes, cement posts, install post and hinges for gate and hang gates.		

SIGN BELOW TO ACCEPT QUOTE:

DATE: _____

AUTHORIZED REP. _____

Padilla Painting
3254501515 San Angelo
Padillapainting.com

ESTIMATE



Oasis Sprinkler
725 Amberton Pkwy.
San Angelo, Texas
325-234-9241
oasis sprinkler@gmail.com

ESTIMATE FOR

Padilla painting
220 s Bryant
San Angelo, Texas 76904

Sprinkler Repairs and Installation
Tree Trimming
Sod Installation
Concrete Driveways and Patios
Landscape Masonry
Lic: 14839

DESCRIPTION	TOTAL	
60x4/60x5/54x4/70x6/ concrete sidewalks	1176sqft	15250.00
Demo and disposal		5500.00
Prep front of property for turf		
3 inch of base for turf		
900 sq ft		
Material and labor on turf		135000.00
Remarks / Payment Instructions:	SUBTOTAL	\$34,250.00
	TAX RATE	6.25%
	TOTAL TAX	\$2,825.63
Monthly Invoice		
ESTIMATE TOTAL \$		37,075.63

Table 1



The City Of

San Angelo, Texas

52 West College Avenue - Zip 76903
Planning Division

February 18, 2025

JKLS Properties LLC
2206 W Avenue N
San Angelo, TX 76904

SUBJECT: DD24-10: A request for approval for exterior remodel located at 220 S Abe St within the Downtown District Overlay.

Dear JKLS Properties, LLC:

At its meeting on **Thursday, August 15, 2024**, the Design & Historic Review Commission for the City of San Angelo **APPROVED** case DD24-10 for the exterior remodel (removal of overhead entry with peaked metal covering and replacement with the color "little black dress" painted flat metal awnings over the entrances with black supports. And circle property with a fence made up of black concrete decorative block and composite fencing called Japanese cedar) on the property, **subject to three (3) conditions of approval:**

1. The colors, dimensions, and materials of the building improvements shall be consistent with the renderings approved by the Design and Historic Review Commission, and as revised by the Planning and Development Services Director.
2. The applicant shall obtain any building permits, as required, from the Permits and Inspections Division.
3. All new front façade glass shall be clear non-reflective glass.

Please be advised that required permits are obtainable from the City's Permits and Inspections Division. Their offices are located at 52 West College Avenue, beside San Angelo's City Hall. They may also be reached by phone at (325) 657-4210, Extension 1. We will also send a copy of this clearance letter to their attention so that they will also understand the circumstances and issue the permits accordingly.

If you have any questions concerning these proceedings, please contact the Planning Division at (325) 657-4210.

Sincerely,
Karen Putnam
Karen Putnam
Planning Tech

Photos of Facade on existing and proposed



EXISTING EXTERIOR

220 S. ABE APARTMENT RENOVATION



10)





TIRZ INCENTIVES APPLICATION & CHECKLIST



Fill in all blanks below and check applicable boxes for each item. All fields must be completed; "see attached" is not an appropriate response. Incomplete applications will not be processed.

SECTION 1: PROPERTY INFORMATION

Business Name: Conoly O Brooks, III Date: 10/9/2024

Business Owner (if different from above): Conoly O Brooks, III

Business Address: 16 N Chadbourne, San Angelo, TX 76903 Mailing Address: P.O. Box 60673, San Angelo, TX 76906

Business Phone: 325-234-5249 Secondary Phone: n/a

Email: conoly.brooks@gmail.com Fax: n/a

Property Owner: conoly.brooks@gmail.com

Remit incentive payment(s) to: ☒ Property Owner ☐ Business Owner

NOTE: A W-9 for the applicable party checked above is a requirement of this application. Applications will not be accepted without this information.

SECTION 2: ELIGIBILITY INFORMATION

This property falls within the: ☐ TIRZ - North Eligibility Area ☒ TIRZ - South Eligibility Area

(NOTE: See attached maps)

For the South Area only, indicate if your project fits into one or more of these development categories & how it meets the description of that category:

- ☒ CATEGORY A - OFFICE/WORKFORCE - contributes new jobs and/or significant floor space for offices. _____
- ☐ CATEGORY B - RESTAURANT - contributes an additional type of cuisine or dining opportunity. _____
- ☐ CATEGORY C - HOUSING/HOTEL - contributes housing units for residential living. _____
- ☐ CATEGORY D - RETAIL/SALES - contributes a commercial business. _____

SECTION 3: INCENTIVE CATEGORIES

Below are the various types of incentives to which the requested funding may be applied. Carefully review the TIRZ Incentive Policy *adopted 09/19/2023*, specifically the different incentive types available. Please indicate below which item(s) you propose based on your funding request (Item 4C below & included in more detail on Worksheet B).

- | | | |
|---|--|---|
| ☒ Facade Improvement | ☐ Outdoor Storage & Screening | ☒ Secondary Egress |
| ☒ Historic Preservation | ☐ Paving (part of a larger project and meet ADA requirements) | |
| ☒ Asbestos Abatement | ☐ Landscape Installation | ☐ Sprinkler & Monitored Smoke Alarm System |
| ☒ Sales Tax | ☒ Property Tax Abatement | ☒ Development Fee Reductions |

SECTION 4: FUNDING LEVEL

The funding level, as described in TIRZ Incentive Policy, outlines the various procedures and requirements for a proposal.

4A. The amount of funding requested is:

- ☐ Less than or equal to \$10,000
- ☐ Less than or equal to \$25,000
- ☒ More than \$25,000

4B. The total estimated project cost is: 168,500.00.

4C. The amount of funding requested is: 75,000.00, as detailed on Worksheet A, attached.

4D. The amount of proposed match (which must be TIRZ-eligible expenses) is: 16 N Chadbourne Budget, as detailed on Worksheet A, attached.

SECTION 5: CRITERIA FOR EVALUATION OF APPLICATION

These criteria are also outlined on pages 2 & 3 of the TIRZ Incentive Policy adopted 09/19/23 and are to be utilized in the preparation of required documents as outlined in Section 6 of this application. Applicant is responsible for demonstrating which criteria are applicable to the proposed project and why. Proposed projects submitted during the application window will be ranked and the highest ranked will be considered for funding first. Rankings will be determined as outlined on page 2 of the TIRZ Incentives Policy

Does the proposed project:

- ☒ Provide connections between activities?
- ☒ Improve pedestrian & vehicular infrastructure?
- ☒ Provide or reinforce usable & defined open space?
- ☒ Strengthen the focus area's identity?
- ☒ Support the goals of making the area a cultural, leisure, and tourist destination?
- ☒ Improve the utilities and/or drainage infrastructure?
- ☒ Remediate environmental deficiencies or enhance public safety?
- ☒ Promote mixed-use development?
- ☒ Utilize architectural styles that compliment to historic areas already in existence?
- ☒ Help to mitigate or eliminate undesirable views or outside storage?
- ☒ Reduce the visual impact of parking areas?
- ☒ Preserve or provide natural landscaping?
- ☒ Implement environmentally-friendly features, such as green building materials, rainwater harvest, or low-energy heating and cooling?
- ☒ Include an aggressive match by the applicant, in excess of what is minimally required?

SECTION 6: CHECKLIST OF REQUIRED DOCUMENTS

The following documents - in addition to a completed application - are minimum requirements.

Incomplete submittals WILL NOT BE REVIEWED for funding. Work may not begin until a Letter to Proceed is received.

- ☒ **SUMMARY:** a written summary outlining the overall scope of work to be performed;
- ☒ **APPLICATION:** completed & signed application (this document);
- ☒ **W-9:** used for establishing an account for payment by the City of San Angelo;
- ☒ **NARRATIVE:** used to demonstrate how the proposed project meets the criteria you selected as applicable in Section 5
- ☒ **PROJECT BUDGET:** a detailed accounting, using Worksheet A, of how the amount requested in Item 4C and 4D on the previous page would be applied to the incentive categories identified in Section 3 above, and how the match would be utilized. Note that the total must match the totals for items 4C and 4D and CANNOT include non-eligible items for funding or match.
- ☒ **DHRC LETTER OF APPROVAL:** If the project is within the Downtown Design District, the River Corridor District, a historic overlay zone, or any other district in which projects must be reviewed by the City's Design and Historic Review Commission (DHRC), a letter of approval for the project **MUST BE PROVIDED** with your application. **Applications that require DHRC approval for which no approval has been obtained WILL NOT BE CONSIDERED.** Please contact the City's Planning and Development Services Department to assist in determining if such approval is required.

SECTION 7: STATEMENT OF UNDERSTANDING:

1. I agree to comply with guidelines and procedures of the TIRZ Incentives Program and acknowledge that I have reviewed and understand the current policy (adopted September 19, 2023 by City Council).
2. I understand that no work on the proposed project may begin until and unless an official **Letter to Proceed** is provided to me. Any other work done is ineligible for funding. I further understand that no such document will be issued until an agreement reiterating the requirements of this policy is executed by all parties.
3. I understand that neglecting to provide all information required in and by this application will invalidate my application entirely.
4. I understand that I must submit cost documentation - including evidence of estimated costs as part of the budget and including paid invoices and/or receipts from contractors after the work is complete - in order to comply with the requirements of this program. I further understand that the City may contact contractors and subcontractors to ensure they have been paid.
5. I acknowledge that my funding proposal may be denied, partially approved, or fully approved, and is subject to funding availability.
6. I acknowledge that all documents as outlined in this application are minimum requirements and that incomplete applications will be rejected.

Signature of Property Owner Conoly O Brooks, III Date: October 24, 2024

SECTION 6: REPRESENTATIVE:

I hereby designate _____ as my representative on this project and prefer that any communication regarding this project be addressed to them directly. They may be reached at: _____.

After you have completed this application and submitted the required exhibits, please mail or deliver this information to Planning and Development Services located at 52 W College Ave. The City may, at their discretion, request additional information regarding this application. Failure to provide such information in a timely manner may result in delay or rejection of your application.

FOR OFFICE USE ONLY:

COMPLETE? Y N

SIGNATURE OF DEVELOPMENT SERVICES COORDINATOR

DATE



WORKSHEET A

Proposed Project Budget



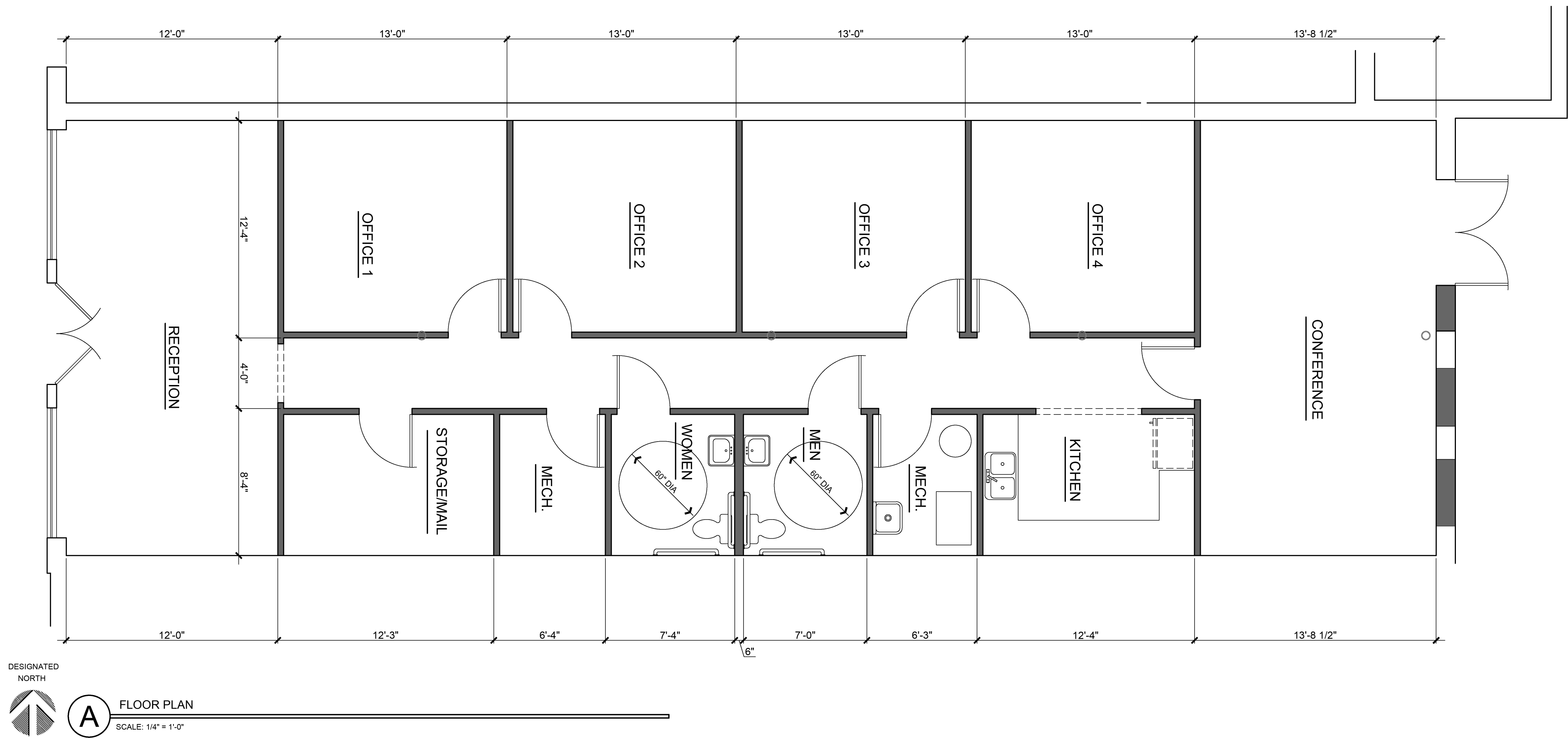
Below is a chart for summarizing the proposed project's scope & associated costs. All guidelines outlined in the TIRZ Incentive Policy, adopted 07/21/15. This worksheet alone does not provide all of the required items.

Intended Match (money to be provided by applicant): 93,500.00

Total Estimated Project Cost: 168,500.00

Please complete all fields within the chart below. Additional copies may be made of this form if necessary.

Item #	Work to be Performed	Incentive Type / Match	Unit Cost	Total
	Exterior Front Facade Double Doors	Facade Improvement	9,388.00	9,388.00
	Front Facade raw and finish materials	Facad Structural Improvement	12,327.00	12,327.00
	Fixed Front Windows	Facad Improvement	6,423.00	6,423.00
	Exterior Back Doors	Scondary Egress and facade improvement	2,500.00	2,500.00
	Interior Doors ADA Required	ADA Improvements	3,000.00	3,000.00
	Plumbing Rough In	Match 25%	20,600.00	26,000.00
	Plumbing Fixtures ADA REquired	ADA Improvements	3,000.00	3,000.00
	Asbestos Specs/ Study	Asbestos Abatement	1,190.00	1,190.00
	Counter Tops and Cabinets	ADA Required & Match	2,312.00	2,312.00
	Windows and Doors Installation	Facade Improvement	250.00	4,250.00
	New Water Service Fee	Department Fee Match	2,000.00	2,000.00
	Exterior Light Fixtures	Facade Improvement	2,000.00	2,000.00
	Stain orignal Concrete Floors	Historic Preservation	8,640.00	8,640.00
	Smoke Detectors Hard Wired	Fire Prenention Match	621.00	621.00
	Demolition and Debries Removal -level bldg height	Facade Improvement	2,712.00	2,712.00
	ADA Required Hardware	ADA Improvements	525.00	525.00
	Back Door Landing	Landing Improvement	500.00	500.00
	Roof Truss System	Facad Improvement	7,000.00	7,000.00
	TPO Roofing System	Facad Improvement	12,000.00	12,000.00
	TDLR Registration Review	Development Fee	850.00	850.00
	Electrical Rough In	Match 25%	11,000.00	11,000.00
	Floor Site Plan	Development Fee	8,000.00	8,000.00
	HVAC System	New Installation Match 25%	17,000.00	17000.00



DATE:
10/2/24
REVISIONS:

JAMES F. ROBINSON
222 S. WASHINGTON ST.
SAN ANGELO, TEXAS
(325)655-9299

CONOLY BROOKS
16 NORTH CHADBOURNE STREET
SAN ANGELO, TEXAS

SHEET
1
OF 1

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Aaron Vannoy, Director, Planning and Development Services

Meeting Date: March 18, 2025

Item type: Regular Item

Caption:

Consider approving TIRZ incentive requests for five North TIRZ private projects totaling \$345,135.99 that were approved by the TIRZ Board on 2/25/25 (Presentation made by Planning & Development Services Director Aaron Vannoy)

Staff Recommendation:

Approve

Summary/History:

The following projects were discussed and approved for recommended funding by the TIRZ board on February 25th with a 5-0 vote:

1. 2113 N Chadbourne - Store facade improvement and parking improvement with ADA ramp - Request \$45,135.99
2. 2124 MLK - Store facade improvement, parking improvement with ADA and landscaping - Request \$75,000
3. 201 W 29th - Store facade improvement, screening, and paving with ADA improvements - Request \$75,000
4. 1621 N Chadbourne - Historic restoration of exterior - roof, front porch and steps - Request \$75,000
5. 214 W 18th - Development of RM-1 housing, proposed new duplex - Request \$75,000

Amount for allocation in the North TIRZ: \$2,872.026. Total request of 345,135.99, leaving \$2,525,890.01 for future allocations this fiscal year.

All projects were recommended full funding by TIRZ Board. Staff ranked the projects from highest to lowest: 2124 MLK, 201 W 29th, 2113 N Chadbourne, 1621 N Chadbourne, and 214 W 18th. All projects are eligible under the current criteria.

Funding Source(s):

Financial Impact:

Other Information/Recommendation:

Attachments:

- | | | |
|----|--------------------------|------------------------------|
| 1. | 201 W 29th application | 201 W 29th application.pdf |
| 2. | 2124 MLK application | 2124 MLK application.pdf |
| 3. | 2113 N Chadbourne | 2113 N Chadbourne.pdf |
| 4. | 214 W 18th APP | 214 W 18th APP.pdf |
| 5. | 1621 N Chadbourne Packet | 1621 N Chadbourne Packet.pdf |

Presentation:

Aaron Vannoy

Approvals/Reviews:

Aaron Vannoy	Created/Initiated
Kathleen Dabbert	Approved
Aaron Vannoy	Approved
Heather Stastny	Final Approval



TIRZ INCENTIVES APPLICATION & CHECKLIST



Fill in all blanks below and check applicable boxes for each item. All fields must be completed; "see attached" is not an appropriate response. Incomplete applications will not be processed.

SECTION 1: PROPERTY INFORMATION

Business Name: ATRS Investment Group LLC Date: 11-26-2024

Business Owner (if different from above): Antonio Villarreal

Business Address: 201 W. 29th St. Mailing Address: 1820 College Hills Blvd Ste B

Business Phone: _____ Secondary Phone: 325-374-3773

Email: tony.villarreal06@yahoo.com Fax: 325-942-7596

Property Owner: ATRS Investment Group LLC

Remit incentive payment(s) to: ☒ Property Owner ☐ Business Owner

NOTE: A W-9 for the applicable party checked above is a requirement of this application. Applications will not be accepted without this information.

SECTION 2: ELIGIBILITY INFORMATION

This property falls within the: ☒ TIRZ - North Eligibility Area ☐ TIRZ - South Eligibility Area

(NOTE: See attached maps)

For the South Area only, indicate if your project fits into one or more of these development categories & how it meets the description of that category:

- ☒ CATEGORY A - OFFICE/WORKFORCE - contributes new jobs and/or significant floor space for offices. _____
- ☐ CATEGORY B - RESTAURANT - contributes an additional type of cuisine or dining opportunity. _____
- ☐ CATEGORY C - HOUSING/HOTEL - contributes housing units for residential living. _____
- ☐ CATEGORY D - RETAIL/SALES - contributes a commercial business. _____

SECTION 3: INCENTIVE CATEGORIES

Below are the various types of incentives to which the requested funding may be applied. Carefully review the TIRZ Incentive Policy adopted 09/19/2023, specifically the different incentive types available. Please indicate below which item(s) you propose based on your funding request (Item 4C below & included in more detail on Worksheet B).

- | | | |
|--|---|---|
| ☒ Facade Improvement | ☐ Outdoor Storage & Screening | ☐ Secondary Egress |
| ☐ Historic Preservation | ☒ Paving (part of a larger project and meet ADA requirements) | |
| ☐ Asbestos Abatement | ☒ Landscape Installation | ☐ Sprinkler & Monitored Smoke Alarm System |
| ☐ Sales Tax | ☐ Property Tax Abatement | ☐ Development Fee Reductions |

SECTION 4: FUNDING LEVEL

The funding level, as described in TIRZ Incentive Policy, outlines the various procedures and requirements for a proposal.

4A. The amount of funding requested is:

- ☐ Less than or equal to \$10,000
- ☐ Less than or equal to \$25,000
- ☒ More than \$25,000

4B. The total estimated project cost is: \$89,527.17

4C. The amount of funding requested is: \$75,000.00, as detailed on Worksheet A, attached.

4D. The amount of proposed match (which must be TIRZ-eligible expenses) is: \$8952.92, as detailed on Worksheet A, attached.

SECTION 5: CRITERIA FOR EVALUATION OF APPLICATION

These criteria are also outlined on pages 2 & 3 of the TIRZ Incentive Policy adopted 09/19/23 and are to be utilized in the preparation of required documents as outlined in Section 6 of this application. Applicant is responsible for demonstrating which criteria are applicable to the proposed project and why. Proposed projects submitted during the application window will be ranked and the highest ranked will be considered for funding first. Rankings will be determined as outlined on page 2 of the TIRZ Incentives Policy

Does the proposed project:

- ☐ Provide connections between activities?
- ☒ Improve pedestrian & vehicular infrastructure?
- ☐ Provide or reinforce usable & defined open space?
- ☐ Strengthen the focus area's identity?
- ☐ Support the goals of making the area a cultural, leisure, and tourist destination?
- ☒ Improve the utilities and/or drainage infrastructure?
- ☐ Remediate environmental deficiencies or enhance public safety?
- ☐ Promote mixed-use development?
- ☒ Utilize architectural styles that compliment to historic areas already in existence?
- ☐ Help to mitigate or eliminate undesirable views or outside storage?
- ☐ Reduce the visual impact of parking areas?
- ☐ Preserve or provide natural landscaping?
- ☐ Implement environmentally-friendly features, such as green building materials, rainwater harvest, or low-energy heating and cooling?
- ☐ Include an aggressive match by the applicant, in excess of what is minimally required?

SECTION 6: CHECKLIST OF REQUIRED DOCUMENTS

The following documents - in addition to a completed application - are minimum requirements.

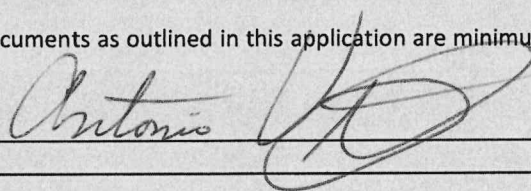
Incomplete submittals WILL NOT BE REVIEWED for funding. Work may not begin until a Letter to Proceed is received.

- ☐ **SUMMARY:** a written summary outlining the overall scope of work to be performed;
- ☐ **APPLICATION:** completed & signed application (this document);
- ☐ **W-9:** used for establishing an account for payment by the City of San Angelo;
- ☐ **NARRATIVE:** used to demonstrate how the proposed project meets the criteria you selected as applicable in Section 5
- ☐ **PROJECT BUDGET:** a detailed accounting, using Worksheet A, of how the amount requested in Item 4C and 4D on the previous page would be applied to the incentive categories identified in Section 3 above, and how the match would be utilized. Note that the total must match the totals for items 4C and 4D and CANNOT include non-eligible items for funding or match.
- ☐ **DHRC LETTER OF APPROVAL:** If the project is within the Downtown Design District, the River Corridor District, a historic overlay zone, or any other district in which projects must be reviewed by the City's Design and Historic Review Commission (DHRC), a letter of approval for the project **MUST BE PROVIDED** with your application. **Applications that require DHRC approval for which no approval has been obtained WILL NOT BE CONSIDERED. Please contact the City's Planning and Development Services Department to assist in determining if such approval is required.**

SECTION 7: STATEMENT OF UNDERSTANDING:

1. I agree to comply with guidelines and procedures of the TIRZ Incentives Program and acknowledge that I have reviewed and understand the current policy (adopted September 19, 2023 by City Council).
2. I understand that no work on the proposed project may begin until and unless an official **Letter to Proceed** is provided to me. Any other work done is ineligible for funding. I further understand that no such document will be issued until an agreement reiterating the requirements of this policy is executed by all parties.
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4. I understand that I must submit cost documentation - including evidence of estimated costs as part of the budget and including paid invoices and/or receipts from contractors after the work is complete - in order to comply with the requirements of this program. I further understand that the City may contact contractors and subcontractors to ensure they have been paid.
5. I acknowledge that my funding proposal may be denied, partially approved, or fully approved, and is subject to funding availability.
6. I acknowledge that all documents as outlined in this application are minimum requirements and that incomplete applications will be rejected.

Signature of Property Owner



Date:

11-26-2024

SECTION 6: REPRESENTATIVE:

I hereby designate _____ as my representative on this project and prefer that any communication regarding this project be addressed to them directly. They may be reached at: _____.

After you have completed this application and submitted the required exhibits, please mail or deliver this information to Planning and Development Services located at 52 W College Ave. The City may, at their discretion, request additional information regarding this application. Failure to provide such information in a timely manner may result in delay or rejection of your application.

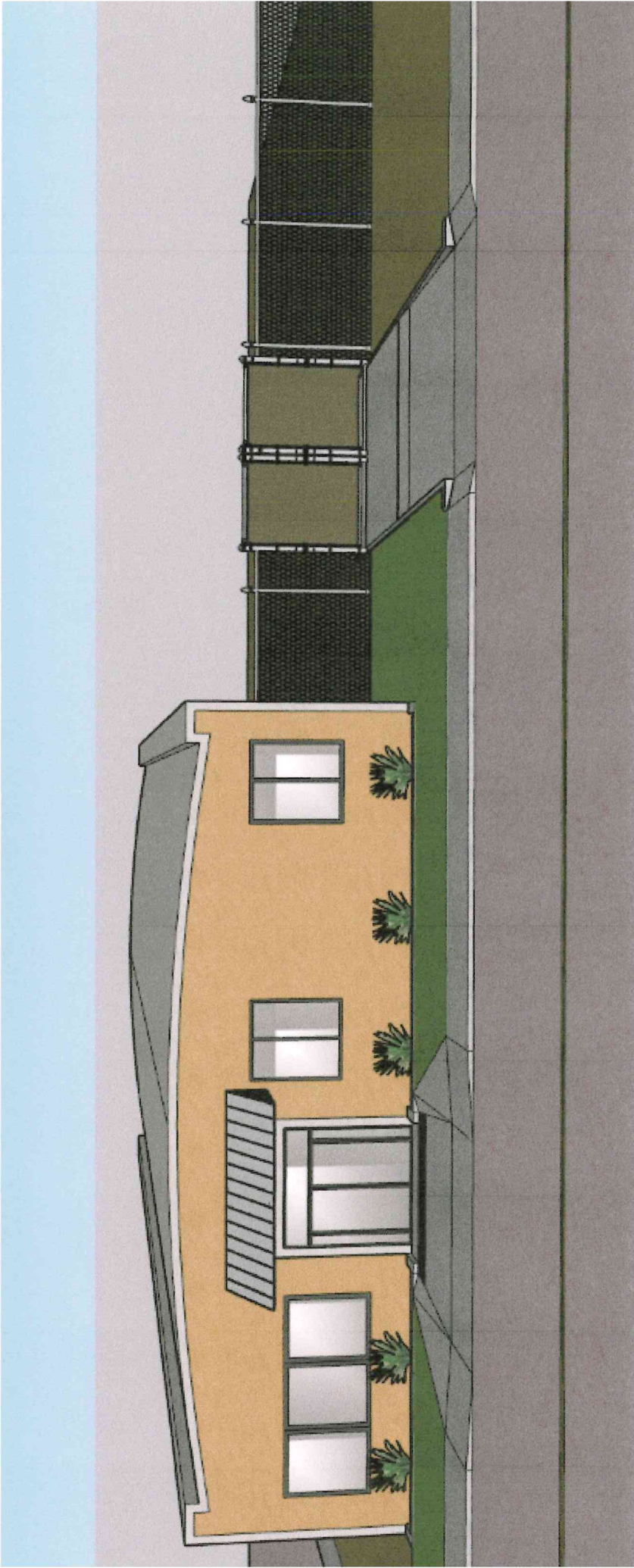
FOR OFFICE USE ONLY:

COMPLETE? Y N

SIGNATURE OF DEVELOPMENT SERVICES COORDINATOR

DATE

[illegible]



Request for Taxpayer Identification Number and Certification

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

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

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Antonio Villarreal		
2 Business name/disregarded entity name, if different from above ATRS Investment Group LLC		
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate ☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► P Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ►	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)	
5 Address (number, street, and apt. or suite no.) See instructions. 1820 College Hills Blvd Ste B		Requester's name and address (optional)
6 City, state, and ZIP code San Angelo, TX 76904		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

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

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

Social security number								
			-					
or								
Employer identification number								
4	7		-	1	9	5	5	0 7 0

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person ► 	Date ► 11-26-2024
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General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

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

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

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



TIRZ INCENTIVES APPLICATION & CHECKLIST



Fill in all blanks below and check applicable boxes for each item. All fields must be completed; "see attached" is not an appropriate response. Incomplete applications will not be processed.

SECTION 1: PROPERTY INFORMATION

Business Name: Rodeo Western Wear Date: 10/11/2024
Business Owner (if different from above): Juan Mejia
Business Address: 2124 MLK Mailing Address: 8226 Wren Rd
San Angelo, TX 76903 San Angelo, TX 76901
Business Phone: 325.650.7288 Secondary Phone: 325.453.8943
Email: rodeowesternwear@live.com Fax: _____
Property Owner: Juan Mejia
ReMIT incentive payment(s) to: ☒ Property Owner ☒ Business Owner
NOTE: A W-9 for the applicable party checked above is a requirement of this application. Applications will not be accepted without this information.

SECTION 2: ELIGIBILITY INFORMATION

This property falls within the: ☒ TIRZ - North Eligibility Area ☐ TIRZ - South Eligibility Area
(NOTE: See attached maps)

For the South Area only, indicate if your project fits into one or more of these development categories & how it meets the description of that category:

- ☐ CATEGORY A - OFFICE/WORKFORCE - contributes new jobs and/or significant floor space for offices. _____
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SECTION 3: INCENTIVE CATEGORIES

Below are the various types of incentives to which the requested funding may be applied. Carefully review the TIRZ Incentive Policy adopted 09/19/2023, specifically the different incentive types available. Please indicate below which item(s) you propose based on your funding request (Item 4C below & included in more detail on Worksheet B).

- | | | |
|--|---|---|
| ☒ Facade Improvement | ☐ Outdoor Storage & Screening | ☐ Secondary Egress |
| ☐ Historic Preservation | ☒ Paving (part of a larger project and meet ADA requirements) | |
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| ☐ Sales Tax | ☐ Property Tax Abatement | ☐ Development Fee Reductions |

SECTION 4: FUNDING LEVEL

The funding level, as described in TIRZ Incentive Policy, outlines the various procedures and requirements for a proposal.

4A. The amount of funding requested is:

- ☐ Less than or equal to \$10,000
- ☐ Less than or equal to \$25,000
- ☒ More than \$25,000

4B. The total estimated project cost is: \$84,000.00

4C. The amount of funding requested is: 75,000.00, as detailed on Worksheet A, attached.

4D. The amount of proposed match (which must be TIRZ-eligible expenses) is: 9000.00, as detailed on Worksheet A, attached.

SECTION 5: CRITERIA FOR EVALUATION OF APPLICATION

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6. I acknowledge that all documents as outlined in this application are minimum requirements and that incomplete applications will be rejected.

Signature of Property Owner _____

Date: _____

SECTION 6: REPRESENTATIVE:

I hereby designate Nick Gonzalez as my representative on this project and prefer that any communication regarding this project be addressed to them directly. They may be reached at: 325-244-4382

After you have completed this application and submitted the required exhibits, please mail or deliver this information to Planning and Development Services located at 52 W College Ave. The City may, at their discretion, request additional information regarding this application. Failure to provide such information in a timely manner may result in delay or rejection of your application.

FOR OFFICE USE ONLY:

COMPLETE? Y N

SIGNATURE OF DEVELOPMENT SERVICES COORDINATOR _____

DATE _____

Request for Taxpayer Identification Number and Certification

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

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

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) <i>Juan Mejia</i>		
	2 Business name/disregarded entity name, if different from above. <i>Rodeo Western Wear</i>		
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☒ Partnership ☐ Trust/estate ☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) _____		4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions ☐		
	5 Address (number, street, and apt. or suite no.). See instructions. <i>8226 Wren Rd</i>		Requester's name and address (optional)
6 City, state, and ZIP code <i>San Angelo TX 76901</i>			
7 List account number(s) here (optional)			

Part I Taxpayer Identification Number (TIN)

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

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

Social security number										
6	1	0	-	0	7	-	2	6	0	9
or										
Employer identification number										
			-							

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person	Date
	<i>Alejandro Mejia</i>	<i>10-11-24</i>

General Instructions

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

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

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

firstlady1966@live.com

Effective 8/2/2024



TIRZ INCENTIVES APPLICATION & CHECKLIST



Fill in all blanks below and check applicable boxes for each item. All fields must be completed; "see attached" is not an appropriate response. Incomplete applications will not be processed.

SECTION 1: PROPERTY INFORMATION

Business Name: Joy store Date: 11/27/25
Business Owner (if different from above): M'n cho
Business Address: 2113 N Chadbourne Mailing Address: _____
Business Phone: (325) 704-0579 Secondary Phone: _____
Email: CHO Min suk 66 @ G-mail.com Fax: _____
Property Owner: M'n cho

Remit incentive payment(s) to: ☒ Property Owner

☒ Business Owner

NOTE: A W-9 for the applicable party checked above is a requirement of this application. Applications will not be accepted without this information.

SECTION 2: ELIGIBILITY INFORMATION

This property falls within the: ☐ TIRZ - North Eligibility Area

☐ TIRZ - South Eligibility Area

For the South Area only, indicate if your project fits into one or more of these development categories & how it meets the description of that category:

☐ CATEGORY A - OFFICE/WORKFORCE - contributes new jobs and/or significant floor space for offices. _____

☐ CATEGORY B - RESTAURANT - contributes an additional type of cuisine or dining opportunity. _____

☐ CATEGORY C - HOUSING/HOTEL - contributes housing units for residential living. _____

☐ CATEGORY D - RETAIL/SALES - contributes a commercial business. _____



WORKSHEET A

Proposed Project Budget

35,900 14,650.99
30% Match

Below is a chart for summarizing the proposed project's scope & associated costs. All guidelines outlined in the TIRZ Incentive Policy, adopted 07/21/15. This worksheet alone does not provide all of the required items.

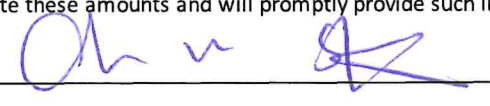
Intended Match (money to be provided by applicant): $\$3,950.00 - 5,015.99$

Total Estimated Project Cost: $\$39,500.00 - 50,150.99$

Please complete all fields within the chart below. Additional copies may be made of this form if necessary.

Item #	Work to be Performed	Incentive Type / Match	Unit Cost	Total
1	EXTERIOR PAINT OF ENTIRE BUILDING	FACADE IMPROVEMENT		\$26,000.00
2	STONE / MASONRY INSTALLATION	FACADE IMPROVEMENT		\$13,500.00
3	Seal Coat Application	Asphalt improvement		5,550.99
4	ADA Ramp	Ramp improvement		5,100.00

I certify that the information above is accurate in its representation of itemized costs. I understand that additional information may be requested to substantiate these amounts and will promptly provide such information.

Min Cho 
Applicant or representative

10/28/2024 11/20/25
Date

FOR OFFICE USE ONLY:

SIGNATURE OF ECONOMIC DEVELOPMENT SPECIALIST

DATE

RANKING INFO: _____ APPROVED FOR FUNDING? Y N FINAL INCENTIVE AMOUNT: _____

DATE OF PAYMENT: _____ CHECK NUMBER: _____ CONTRACT EXECUTED: _____ Document Effective as of: _____



TIRZ INCENTIVES APPLICATION & CHECKLIST



Fill in all blanks below and check applicable boxes for each item. All fields must be completed; "see attached" is not an appropriate response. Incomplete applications will not be processed.

SECTION 1: PROPERTY INFORMATION

Business Name: JOY STORE Date: 10/28/2024

Business Owner (if different from above): _____

Business Address: 2113 N Chadbourne St, San Angelo, TX 76903 Mailing Address: _____

Business Phone: 469-867-4007 Secondary Phone: _____

Email: JOYSTORETX@GMAIL.COM Fax: _____

Property Owner: MIN SUK CHO

Remit incentive payment(s) to: ☒ Property Owner ☐ Business Owner

NOTE: A W-9 for the applicable party checked above is a requirement of this application. Applications will not be accepted without this information.

SECTION 2: ELIGIBILITY INFORMATION

This property falls within the: ☒ TIRZ - North Eligibility Area ☐ TIRZ - South Eligibility Area
(NOTE: See attached maps)

For the South Area only, indicate if your project fits into one or more of these development categories & how it meets the description of that category:

☐ CATEGORY A - OFFICE/WORKFORCE - contributes new jobs and/or significant floor space for offices. _____

☐ CATEGORY B - RESTAURANT - contributes an additional type of cuisine or dining opportunity. _____

☐ CATEGORY C - HOUSING/HOTEL - contributes housing units for residential living. _____

☐ CATEGORY D - RETAIL/SALES - contributes a commercial business. _____

SECTION 3: INCENTIVE CATEGORIES

Below are the various types of incentives to which the requested funding may be applied. Carefully review the TIRZ Incentive Policy *adopted 09/19/2023*, specifically the different incentive types available. Please indicate below which item(s) you propose based on your funding request (Item 4C below & included in more detail on Worksheet B).

- | | | |
|--|--|---|
| ☒ Facade Improvement | ☐ Outdoor Storage & Screening | ☐ Secondary Egress |
| ☐ Historic Preservation | ☐ Paving (part of a larger project and meet ADA requirements) | |
| ☐ Asbestos Abatement | ☐ Landscape Installation | ☐ Sprinkler & Monitored Smoke Alarm System |
| ☐ Sales Tax | ☐ Property Tax Abatement | ☐ Development Fee Reductions |

SECTION 4: FUNDING LEVEL

The funding level, as described in TIRZ Incentive Policy, outlines the various procedures and requirements for a proposal.

4A. The amount of funding requested is:

- ☐ Less than or equal to \$10,000
- ☐ Less than or equal to \$25,000
- ☒ More than \$25,000

4B. The total estimated project cost is: \$39,500.00.

4C. The amount of funding requested is: \$35,550.00, as detailed on Worksheet A, attached.

4D. The amount of proposed match (which must be TIRZ-eligible expenses) is: _____, as detailed on Worksheet A, attached.

SECTION 5: CRITERIA FOR EVALUATION OF APPLICATION

These criteria are also outlined on pages 2 & 3 of the TIRZ Incentive Policy adopted 09/19/23 and are to be utilized in the preparation of required documents as outlined in Section 6 of this application. Applicant is responsible for demonstrating which criteria are applicable to the proposed project and why. Proposed projects submitted during the application window will be ranked and the highest ranked will be considered for funding first. Rankings will be determined as outlined on page 2 of the TIRZ Incentives Policy

Does the proposed project:

- ☒ Provide connections between activities?
- ☐ Improve pedestrian & vehicular infrastructure?
- ☐ Provide or reinforce usable & defined open space?
- ☐ Strengthen the focus area's identity?
- ☐ Support the goals of making the area a cultural, leisure, and tourist destination?
- ☐ Improve the utilities and/or drainage infrastructure?
- ☒ Remediate environmental deficiencies or enhance public safety?
- ☐ Promote mixed-use development?
- ☒ Utilize architectural styles that compliment to historic areas already in existence?
- ☐ Help to mitigate or eliminate undesirable views or outside storage?
- ☐ Reduce the visual impact of parking areas?
- ☐ Preserve or provide natural landscaping?
- ☐ Implement environmentally-friendly features, such as green building materials, rainwater harvest, or low-energy heating and cooling?
- ☐ Include an aggressive match by the applicant, in excess of what is minimally required?

SECTION 6: CHECKLIST OF REQUIRED DOCUMENTS

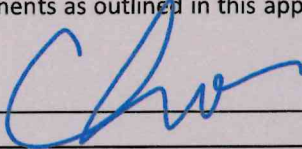
The following documents - in addition to a completed application - are minimum requirements.

Incomplete submittals WILL NOT BE REVIEWED for funding. Work may not begin until a Letter to Proceed is received.

- ☒ **SUMMARY:** a written summary outlining the overall scope of work to be performed;
- ☒ **APPLICATION:** completed & signed application (this document);
- ☒ **W-9:** used for establishing an account for payment by the City of San Angelo;
- ☒ **NARRATIVE:** used to demonstrate how the proposed project meets the criteria you selected as applicable in Section 5
- ☒ **PROJECT BUDGET:** a detailed accounting, using Worksheet A, of how the amount requested in Item 4C and 4D on the previous page would be applied to the incentive categories identified in Section 3 above, and how the match would be utilized. Note that the total must match the totals for items 4C and 4D and CANNOT include non-eligible items for funding or match.
- ☐ **DHRC LETTER OF APPROVAL:** If the project is within the Downtown Design District, the River Corridor District, a historic overlay zone, or any other district in which projects must be reviewed by the City's Design and Historic Review Commission (DHRC), a letter of approval for the project **MUST BE PROVIDED** with your application. **Applications that require DHRC approval for which no approval has been obtained WILL NOT BE CONSIDERED.** Please contact the City's Planning and Development Services Department to assist in determining if such approval is required.

SECTION 7: STATEMENT OF UNDERSTANDING:

1. I agree to comply with guidelines and procedures of the TIRZ Incentives Program and acknowledge that I have reviewed and understand the current policy (adopted September 19, 2023 by City Council).
2. I understand that no work on the proposed project may begin until and unless an official **Letter to Proceed** is provided to me. Any other work done is ineligible for funding. I further understand that no such document will be issued until an agreement reiterating the requirements of this policy is executed by all parties.
3. I understand that neglecting to provide all information required in and by this application will invalidate my application entirely.
4. I understand that I must submit cost documentation - including evidence of estimated costs as part of the budget and including paid invoices and/or receipts from contractors after the work is complete - in order to comply with the requirements of this program. I further understand that the City may contact contractors and subcontractors to ensure they have been paid.
5. I acknowledge that my funding proposal may be denied, partially approved, or fully approved, and is subject to funding availability.
6. I acknowledge that all documents as outlined in this application are minimum requirements and that incomplete applications will be rejected.

Signature of Property Owner  Date: 10/28/2024

SECTION 6: REPRESENTATIVE:

I hereby designate RIZABHEL MILALLOS as my representative on this project and prefer that any communication regarding this project be addressed to them directly. They may be reached at: 469-682-7096.

After you have completed this application and submitted the required exhibits, please mail or deliver this information to Planning and Development Services located at 52 W College Ave. The City may, at their discretion, request additional information regarding this application. Failure to provide such information in a timely manner may result in delay or rejection of your application.

FOR OFFICE USE ONLY:

COMPLETE? Y N

SIGNATURE OF DEVELOPMENT SERVICES COORDINATOR

DATE

SUMMARY AND NARRATIVE

Joy Store is a retail business that has operated in and served the San Angelo community at 2113 North Chadbourne Street for nearly a decade.

In accordance with the project criteria outlined by the TIRZ Incentives Policy, Joy Store is submitting an application for funding of much needed facade improvements. The property has withstood time and environmental wear since it was built decades ago, and it is the desire of the property owner to make improvements and increase the character of the building.

The proposed stone and masonry work and exterior paint will improve the appearance of the property and lend to a more pleasing aesthetic for not only the building but the surrounding area. These physical improvements will be highly visible from the public street.

James Sosa
989 Veterans Memorial Dr
San Angelo TX

325-245-3422

Proposal

PROPOSAL SUBMITTED TO:

Joy Store

NAME

Lee

ADDRESS

PHONE NO.

WORK TO BE PERFORMED AT:

ADDRESS

DATE OF PLANS

ARCHITECT

PROPOSAL NO.

SHEET NO.

DATE

2113 N Chadborne St
San Angelo TX

We hereby propose to furnish the materials and perform the labor necessary for the completion of

Stone Installation

East front of building 2'6" X 128'

South side (left) of building 4' X 43'

North side (right) of building 4' X 31'

Materials:

- Whit Austin stone
- White mortar

I will provide all materials & labor

Total \$ 13,500.00

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of Thirteen thousand five hundred

Dollars (\$ 13,500.00) with payments to be made as follows.

Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.

Respectfully
submitted

Per

Note — this proposal may be withdrawn by us if not accepted within _____ days.

ACCEPTANCE OF PROPOSAL

The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

Galaxy S22

Signature

Signature

Date

Request for Taxpayer Identification Number and Certification

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

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

Print or type.
See Specific Instructions on page 3.

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

BEBOLDEN GJH LLC

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

JOY STORE

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

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☒ S Corporation ☐ Partnership ☐ Trust/estate

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

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

☐ Other (see instructions) ► _____

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

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

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

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

2113 N CHADBOURNE ST

6 City, state, and ZIP code

SAN ANGELO, TX 76903

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

____ - ____ - ____

or

Employer identification number

9 3 - 3 4 0 4 4 5 9

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign
Here

Signature of
U.S. person ►

Date ►

General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



TIRZ INCENTIVES APPLICATION & CHECKLIST



Fill in all blanks below and check applicable boxes for each item. All fields must be completed; "see attached" is not an appropriate response. Incomplete applications will not be processed.

SECTION 1: PROPERTY INFORMATION

Business Name: Matlock Family Partnership, LLC Date: 2-13-2025

Business Owner (if different from above): _____

Business Address: P.O. Box 5684 76902 Mailing Address: SAME

Business Phone: 325-242-1830 Secondary Phone: 325-242-2283

Email: Cmatlockcpa@gmail.com Fax: _____

Property Owner: Matlock Family Partnership LLC

Remit incentive payment(s) to: ☒ Property Owner ☐ Business Owner

NOTE: A W-9 for the applicable party checked above is a requirement of this application. Applications will not be accepted without this information.

SECTION 2: ELIGIBILITY INFORMATION

This property falls within the: ☒ TIRZ - North Eligibility Area ☐ TIRZ - South Eligibility Area
(NOTE: See attached maps)

For the South Area only, indicate if your project fits into one or more of these development categories & how it meets the description of that category:

- ☐ CATEGORY A - OFFICE/WORKFORCE - contributes new jobs and/or significant floor space for offices. _____
- ☐ CATEGORY B - RESTAURANT - contributes an additional type of cuisine or dining opportunity. _____
- ☐ CATEGORY C - HOUSING/HOTEL - contributes housing units for residential living. _____
- ☐ CATEGORY D - RETAIL/SALES - contributes a commercial business. _____

SECTION 3: INCENTIVE CATEGORIES

Below are the various types of incentives to which the requested funding may be applied. Carefully review the TIRZ Incentive Policy *adopted 09/19/2023*, specifically the different incentive types available. Please indicate below which item(s) you propose based on your funding request (Item 4C below & included in more detail on Worksheet B).

- | | | |
|--|---|--|
| ☒ Facade Improvement | ☒ Outdoor Storage & Screening | ☒ Secondary Egress |
| ☐ Historic Preservation | ☒ Paving (part of a larger project and meet ADA requirements) | |
| ☐ Asbestos Abatement | ☒ Landscape Installation | ☒ Sprinkler & Monitored Smoke Alarm System |
| ☐ Sales Tax | ☐ Property Tax Abatement | ☒ Development Fee Reductions |

SECTION 4: FUNDING LEVEL

The funding level, as described in TIRZ Incentive Policy, outlines the various procedures and requirements for a proposal.

4A. The amount of funding requested is:

- ☐ Less than or equal to \$10,000
- ☐ Less than or equal to \$25,000
- ☒ More than \$25,000

4B. The total estimated project cost is: \$ 250,000.

4C. The amount of funding requested is: \$ 75,000, as detailed on Worksheet A, attached.

4D. The amount of proposed match (which must be TIRZ-eligible expenses) is: \$ 50,000, as detailed on Worksheet A, attached.

SECTION 5: CRITERIA FOR EVALUATION OF APPLICATION

These criteria are also outlined on pages 2 & 3 of the TIRZ Incentive Policy adopted 09/19/23 and are to be utilized in the preparation of required documents as outlined in Section 6 of this application. Applicant is responsible for demonstrating which criteria are applicable to the proposed project and why. Proposed projects submitted during the application window will be ranked and the highest ranked will be considered for funding first. Rankings will be determined as outlined on page 2 of the TIRZ Incentives Policy

Does the proposed project:

- ☒ Provide connections between activities?
- ☒ Improve pedestrian & vehicular infrastructure?
- ☒ Provide or reinforce usable & defined open space?
- ☒ Strengthen the focus area's identity?
- ☒ Support the goals of making the area a cultural, leisure, and tourist destination?
- ☒ Improve the utilities and/or drainage infrastructure?
- ☒ Remediate environmental deficiencies or enhance public safety?
- ☒ Promote mixed-use development?
- ☒ Utilize architectural styles that compliment to historic areas already in existence?
- ☒ Help to mitigate or eliminate undesirable views or outside storage?
- ☒ Reduce the visual impact of parking areas?
- ☒ Preserve or provide natural landscaping?
- ☒ Implement environmentally-friendly features, such as green building materials, rainwater harvest, or low-energy heating and cooling?
- ☒ Include an aggressive match by the applicant, in excess of what is minimally required?

SECTION 6: CHECKLIST OF REQUIRED DOCUMENTS

The following documents - in addition to a completed application - are minimum requirements.

Incomplete submittals WILL NOT BE REVIEWED for funding. Work may not begin until a Letter to Proceed is received.

- ☒ **SUMMARY:** a written summary outlining the overall scope of work to be performed;
- ☒ **APPLICATION:** completed & signed application (this document);
- ☒ **W-9:** used for establishing an account for payment by the City of San Angelo;
- ☒ **NARRATIVE:** used to demonstrate how the proposed project meets the criteria you selected as applicable in Section 5
- ☒ **PROJECT BUDGET:** a detailed accounting, using Worksheet A, of how the amount requested in Item 4C and 4D on the previous page would be applied to the incentive categories identified in Section 3 above, and how the match would be utilized. Note that the total must match the totals for items 4C and 4D and CANNOT include non-eligible items for funding or match.
- ☐ **DHRC LETTER OF APPROVAL:** If the project is within the Downtown Design District, the River Corridor District, a historic overlay zone, or any other district in which projects must be reviewed by the City's Design and Historic Review Commission (DHRC), a letter of approval for the project **MUST BE PROVIDED** with your application. **Applications that require DHRC approval for which no approval has been obtained WILL NOT BE CONSIDERED.** Please contact the City's Planning and Development Services Department to assist in determining if such approval is required.

SECTION 7: STATEMENT OF UNDERSTANDING:

1. I agree to comply with guidelines and procedures of the TIRZ Incentives Program and acknowledge that I have reviewed and understand the current policy (adopted September 19, 2023 by City Council).
2. I understand that no work on the proposed project may begin until and unless an official **Letter to Proceed** is provided to me. Any other work done is ineligible for funding. I further understand that no such document will be issued until an agreement reiterating the requirements of this policy is executed by all parties.
3. I understand that neglecting to provide all information required in and by this application will invalidate my application entirely.
4. I understand that I must submit cost documentation - including evidence of estimated costs as part of the budget and including paid invoices and/or receipts from contractors after the work is complete - in order to comply with the requirements of this program. I further understand that the City may contact contractors and subcontractors to ensure they have been paid.
5. I acknowledge that my funding proposal may be denied, partially approved, or fully approved, and is subject to funding availability.
6. I acknowledge that all documents as outlined in this application are minimum requirements and that incomplete applications will be rejected.

Signature of Property Owner _____

Chris Matlock

Date: 2-13-2025

SECTION 6: REPRESENTATIVE:

I hereby designate Chris Matlock ; Jared Matlock as my representative on this project and prefer that any communication regarding this project be addressed to them directly. They may be reached at: 325-242-1830
OR 325-242-2283 respectively.

After you have completed this application and submitted the required exhibits, please mail or deliver this information to Planning and Development Services located at 52 W College Ave. The City may, at their discretion, request additional information regarding this application. Failure to provide such information in a timely manner may result in delay or rejection of your application.

FOR OFFICE USE ONLY:

COMPLETE? Y N

 SIGNATURE OF DEVELOPMENT SERVICES COORDINATOR

 DATE

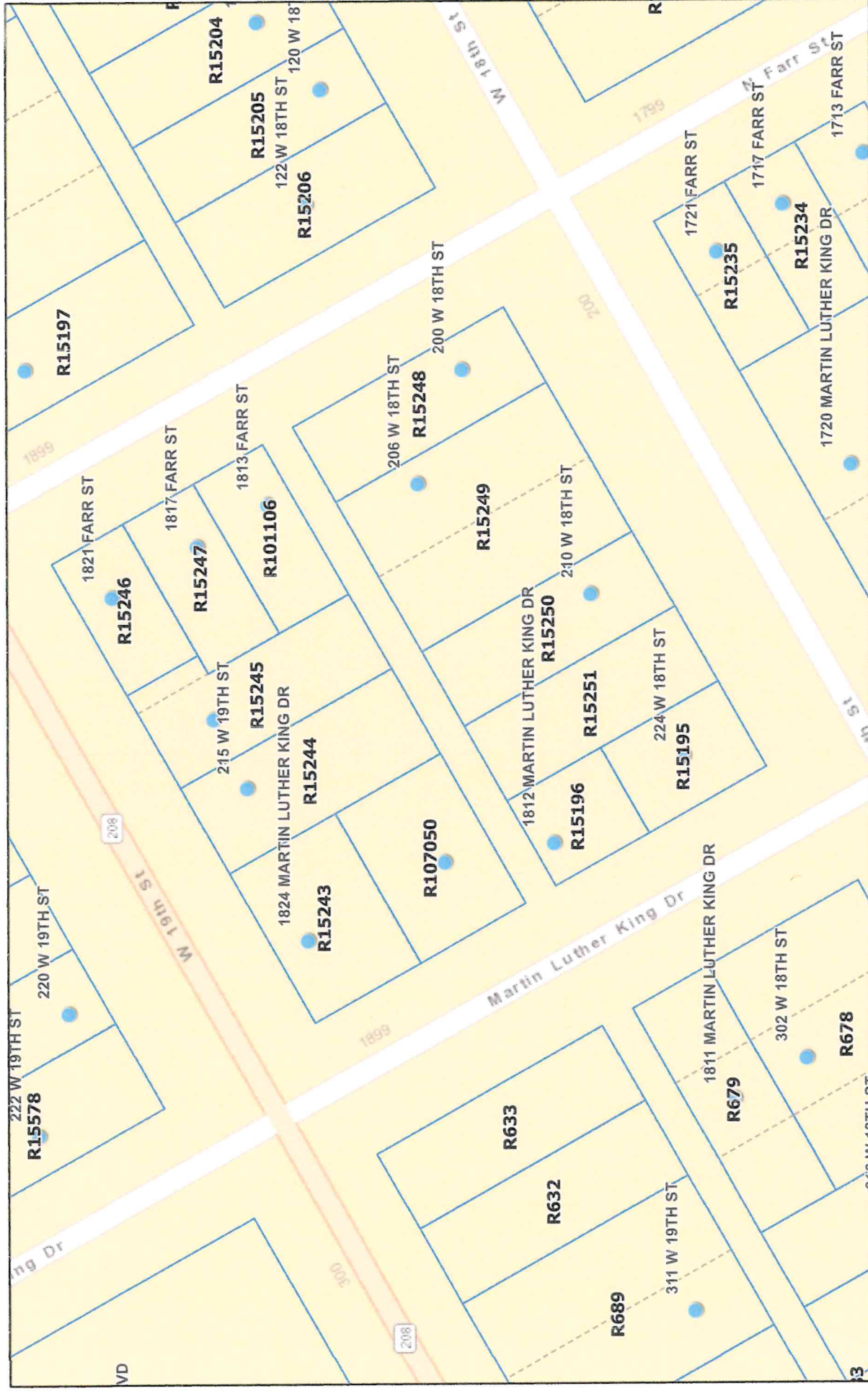
[illegible]

Parcels

Lot Lines

Tom Green County Appraisal District, BIS Consulting -
Disclaimer: This product is for informational purposes only and has not been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of boundaries.

Tom Green CAD Web Map

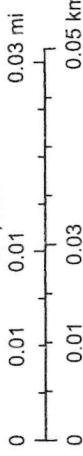


7/17/2024, 3:27:22 PM

Parcels Address Points

Lot Lines

1:1,128



Esri, HERE, Garmin, INCREMENT P, NGA, USGS

Disclaimer: This product is for informational purposes only and has not been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of boundaries. Tom Green County Appraisal District, BIS Consulting -



Questions about this plan? Visit [Eplans.com](https://www.eplans.com) today or call 1-800-528-8070

View plan at [/plan/1703-square-feet-3-bedroom-2-50-bathroom-1-garage-craftsman-traditional-sp270619](https://www.eplans.com/plan/1703-square-feet-3-bedroom-2-50-bathroom-1-garage-craftsman-traditional-sp270619)

Plan 126-196



1703 sq/ft 3 beds 2.5 baths 43' wide 48' deep



Pricing

Plan Set

PDF Set	\$1570.00
5 Copy and PDF Set	\$1820.00
CAD Set	\$2065.00

Foundation

Basement	+\$0.00
Crawlspace	+\$0.00
Stem Wall Foundation	+\$0.00

Framing

Wood 2x6	\$0.00
----------	--------

Right-Reading Reverse

Each	+\$200.00
------	-----------

Additional Construction Sets

Each Additional Set	+\$55.00/each
---------------------	---------------

Audio Video Design

Each	\$165.00
------	----------

Construction Guide

Each	\$39.00
------	---------

Material List

Each	+\$125.00
------	-----------

[illegible]

Request for Taxpayer Identification Number and Certification

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

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

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) MATHEW Family Partnership, LLC	
	2 Business name/disregarded entity name, if different from above.	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate ☒ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) P Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☐ Other (see instructions)	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ <i>(Applies to accounts maintained outside the United States.)</i>
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions ☐	
	5 Address (number, street, and apt. or suite no.). See instructions. P.O. Box 5684	Requester's name and address (optional)
6 City, state, and ZIP code SAN ANGELO, TX 76902		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

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

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

Social security number	
or	
Employer identification number	
27	0414787

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person <i>Chia Matibou</i>	Date 10-16-2024
-----------	---	---------------------------

General Instructions

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

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

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

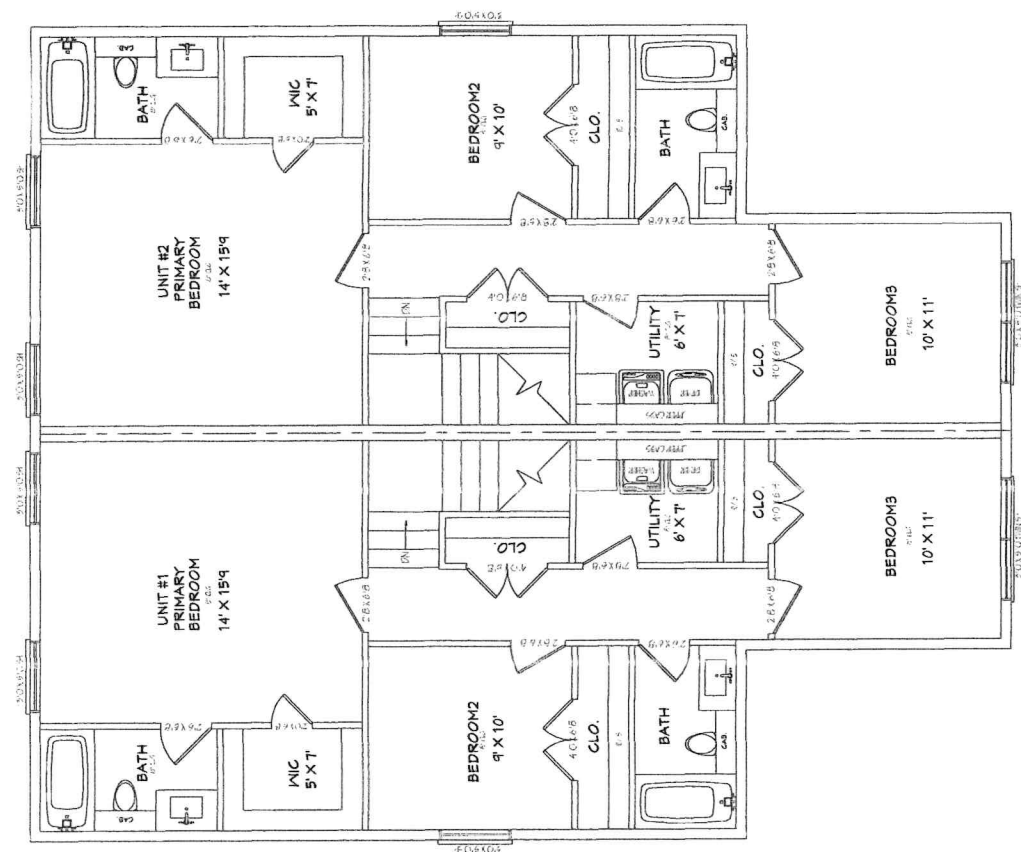
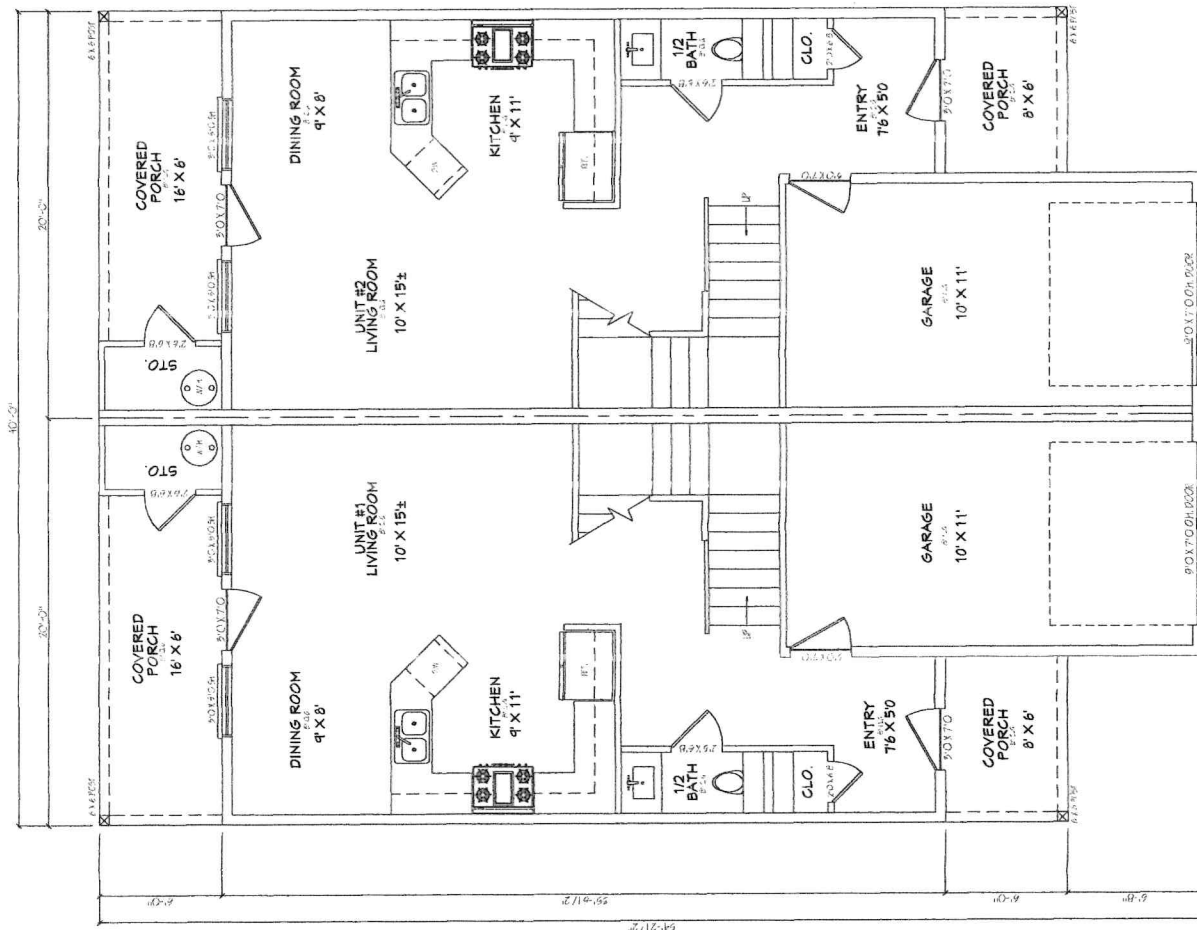
An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

Summary

Matlock Family Partnership, LLC plans to remove the structure at 214 W 18th Street and build a duplex on the property that features 2 3 bedroom 2.5 bathroom units that will be used as either HUD housing, short-term rental income through VRBO, or mid-term rentals for military and medical professionals. We plan to do this on the entire half block of MLK and 19th street. We believe this will greatly enhance this block and further enhance the features the city desires and has already fixed on the recent rebuild of MLK. This area is well suited for this type of housing due to the close proximity of retail shopping and restaurants.

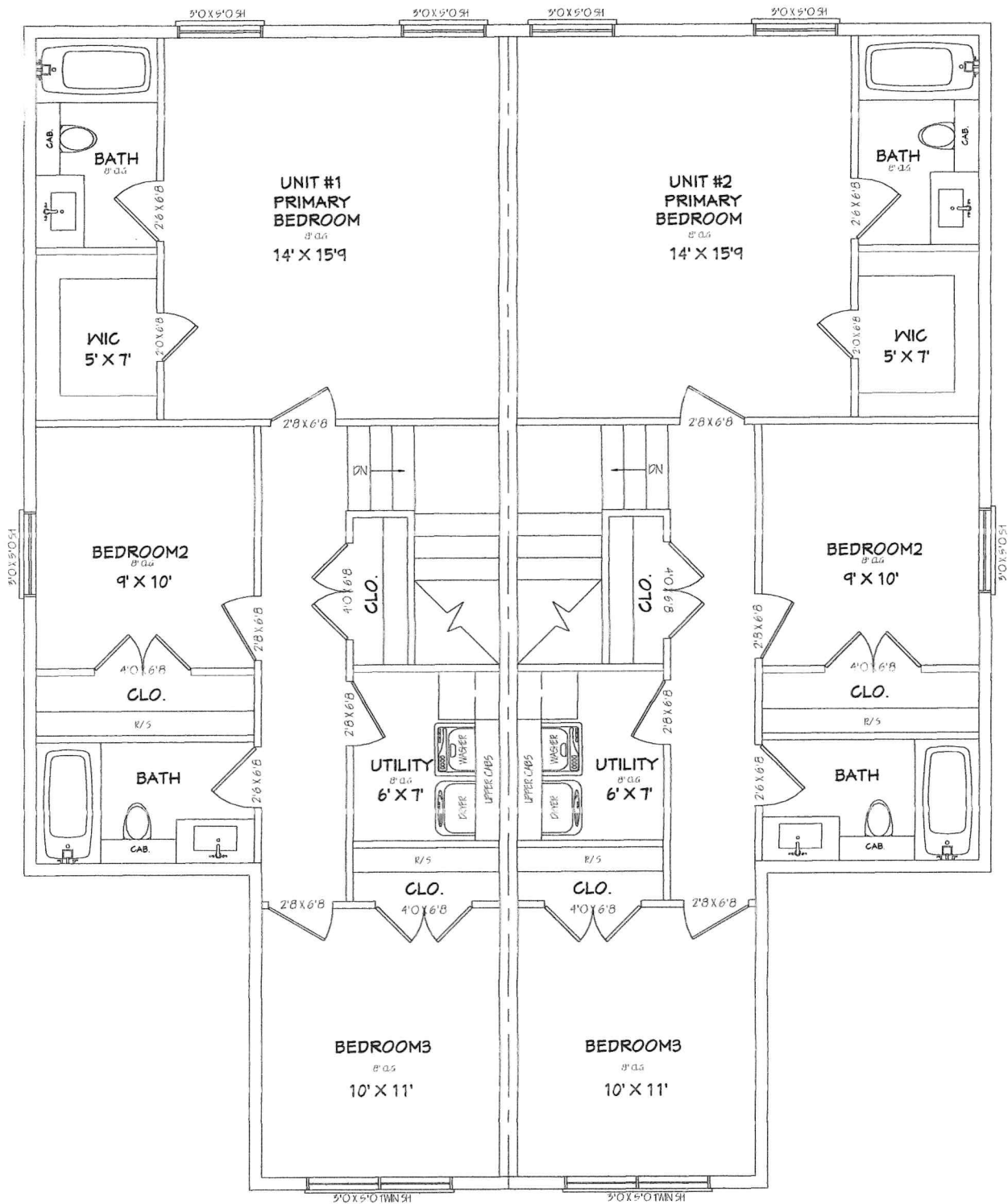
Narrative

As stated in the summary, we want to build a very nice living structure that the north side of San Angelo desperately needs. We will update the landscaping, sidewalks and parking for the entire block as we work through each project. This will strengthen the focus area's identity as a great neighborhood with lots of opportunity. We are enhancing public safety by pushing out squatters that attempt to occupy these houses illegally. The lots will be put to use and this will be roughly \$2 million dollars of property being added to the district rolls. We plan to use landscaping that is local to Texas, drought tolerant, and requires low to very little water usage.





620 ± A/C SQ. FT.



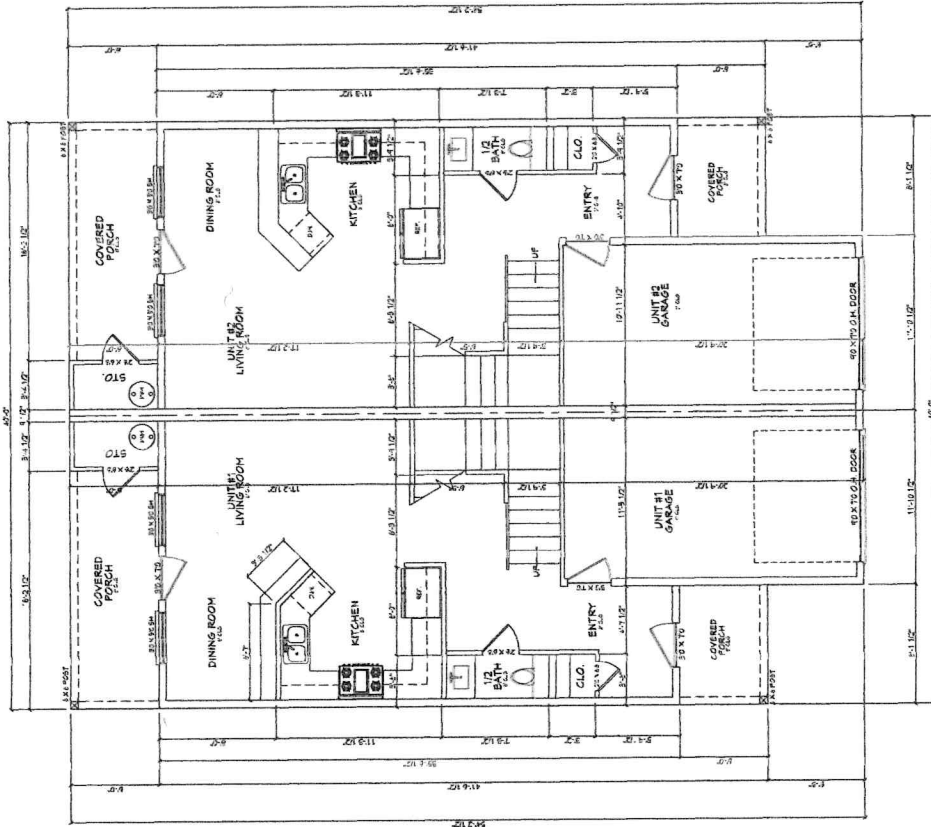
840 ± A/C SQ. FT.

FLOOR PLAN NOTES:

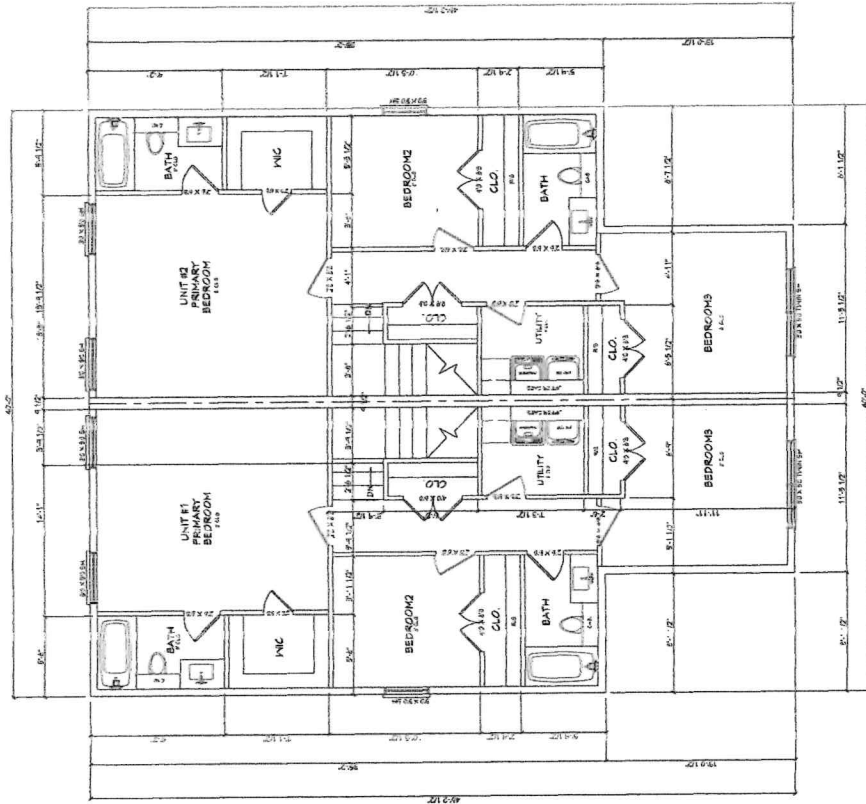
1. THE CONTRACTOR AND SUBCONTRACTORS SHALL THOROUGHLY FAMILIARIZE THEMSELVES WITH ALL CONTRACT DOCUMENTS AND SHALL IMMEDIATELY REPORT ALL QUESTIONABLE CONDITIONS TO THE DESIGNER BEFORE STARTING THE WORK.
2. REFER TO MECHANICAL, ELECTRICAL AND PLUMBING DRAWINGS FOR ADDITIONAL INFORMATION.
3. COORDINATE ALL PORTIONS OF THE WORK.
4. ALL DIMENSIONS ARE STUD DIMENSIONS - FROM FACE OF STUD TO FACE OF STUD UNLESS OTHERWISE NOTED.
5. EVERY SLEEPING ROOM SHALL HAVE AT LEAST ONE OPERABLE WINDOW FOR EMERGENCY EGRESS. ALL EGRESS WINDOWS TO MEET LOCAL CODES AND REGULATIONS.
6. PROVIDE SAFETY GLASS IN ALL THE FOLLOWING LOCATIONS: ANY BATHROOM WINDOWS, EXTERIOR DOORS WITH GLAZING, AND WINDOWS LESS THAN 12" ABOVE THE FINISHED FLOOR AND ALL WINDOWS TO BE SCREENED AND INSTALLED TO MANUFACTURER'S INSTALLATION INSTRUCTIONS.
7. ALL BOTTOM PLATES, INTERIOR AND EXTERIOR TO BE TREATED LUMBER.
8. WALLS LESS THAN 9" TO PROPERTY LINE ARE REQUIRED TO HAVE A ONE HOUR FIRE RATING.
9. BATHROOM EXHAUST FANS SHOULD BE TERMINATED AT LEAST 10' ABOVE INSULATION OR VENTED THROUGH ROOF. IF SPRAK FAN IS USED.
10. SHOWER WALLS MUST USE CERAMIC BACKER BOARD WHEN TILE IS INSTALLED.

AREA TABULATIONS		UNIT #1	
1ST FLOOR LIVING AREA	431.56 SQ. FT.	1ST FLOOR LIVING AREA	431.56 SQ. FT.
2ND FLOOR LIVING AREA	141.56 SQ. FT.	2ND FLOOR LIVING AREA	141.56 SQ. FT.
TOTAL LIVING AREA	573.12 SQ. FT.	TOTAL LIVING AREA	573.12 SQ. FT.
GARAGE	240.56 SQ. FT.	GARAGE	240.56 SQ. FT.
COVERED FRONT PORCH	41.56 SQ. FT.	COVERED FRONT PORCH	41.56 SQ. FT.
COVERED REAR PORCH	41.56 SQ. FT.	COVERED REAR PORCH	41.56 SQ. FT.
TOTAL 1st-2nd FLOOR	1035.36 SQ. FT.	TOTAL 1st-2nd FLOOR	1035.36 SQ. FT.

AREA TABULATIONS		UNIT #2	
1ST FLOOR LIVING AREA	431.56 SQ. FT.	1ST FLOOR LIVING AREA	431.56 SQ. FT.
2ND FLOOR LIVING AREA	141.56 SQ. FT.	2ND FLOOR LIVING AREA	141.56 SQ. FT.
TOTAL LIVING AREA	573.12 SQ. FT.	TOTAL LIVING AREA	573.12 SQ. FT.
GARAGE	240.56 SQ. FT.	GARAGE	240.56 SQ. FT.
COVERED FRONT PORCH	41.56 SQ. FT.	COVERED FRONT PORCH	41.56 SQ. FT.
COVERED REAR PORCH	41.56 SQ. FT.	COVERED REAR PORCH	41.56 SQ. FT.
TOTAL 1st-2nd FLOOR	1035.36 SQ. FT.	TOTAL 1st-2nd FLOOR	1035.36 SQ. FT.



LOWER LEVEL FLOOR PLAN
SCALE: 1/4"=1'-0"



UPPER LEVEL FLOOR PLAN
SCALE: 1/4"=1'-0"

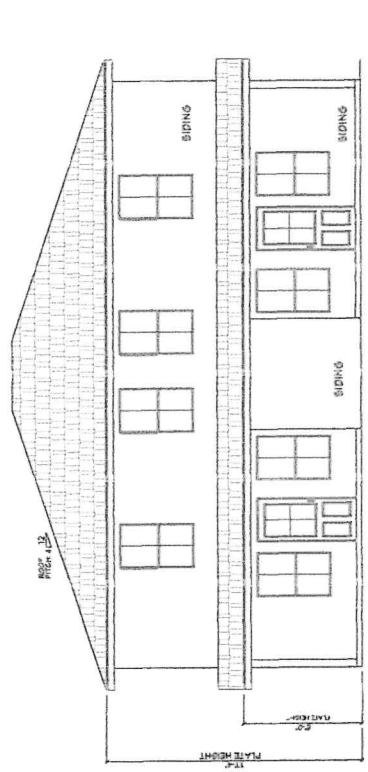
DUPLEX RESIDENCE
215 W. 19TH STREET
SAN ANGELO, TEXAS

Judi Hambright
House Designs and Drafting
(325) 234-4281
jhamclan@msn.com

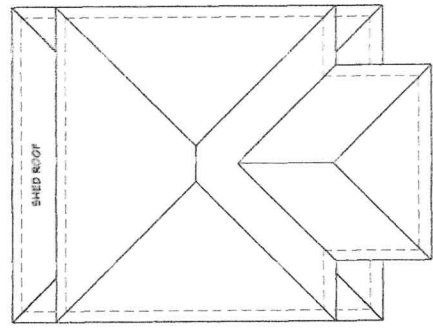
NOTICE
THESE DESIGN DOCUMENTS ARE THE PROPERTY OF BUILDERS OF RECORD AND ARE NOT TO BE COPIED, REPRODUCED OR ADAPTED WITHOUT WRITTEN APPROVAL OF SAID BUILDERS.
DRAFTSMAN/DESIGNER IS NOT RESPONSIBLE FOR ANY STRUCTURAL, CONSTRUCTION, MECHANICAL, ELECTRICAL, AND/OR PLUMBING FAILURES CONCERNING THIS PROJECT, BUT MAY BE IN THE SOLE RESPONSIBILITY OF THE ENGINEER, ARCHITECT, AND/OR GENERAL CONTRACTOR AUTHORIZED ON THIS PROJECT.

THESE DESIGN DOCUMENTS ARE THE PROPERTY OF THE ARCHITECT AND MAY NOT BE COPIED, REPRODUCED OR MODIFIED WITHOUT PRIOR WRITTEN APPROVAL OF THE ARCHITECT.
 DRAWING/REVISIONS ARE NOT RESPONSIBLE FOR ANY STRUCTURAL CONSTRUCTION, PERMITS, ELECTRICAL, MECHANICAL, PLUMBING, OR OTHER TRADES. THE ARCHITECT'S RESPONSIBILITY IS THE SOLE RESPONSIBILITY OF THE ARCHITECT. ANY OTHER GENERAL CONTRACTOR OR AUTHORIZED ON THIS PROJECT.

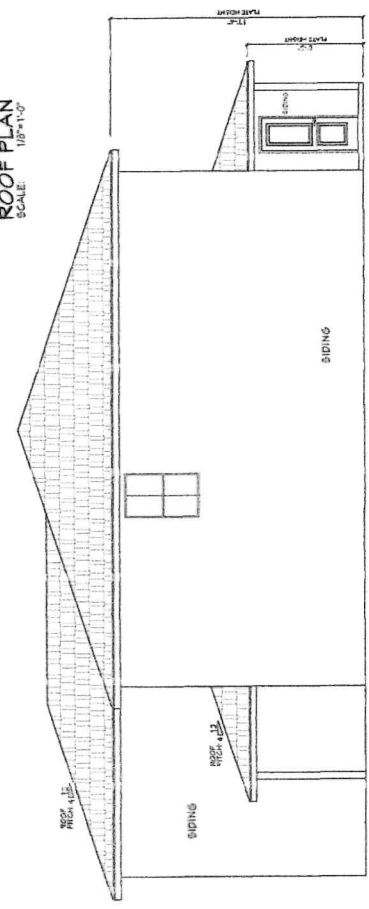
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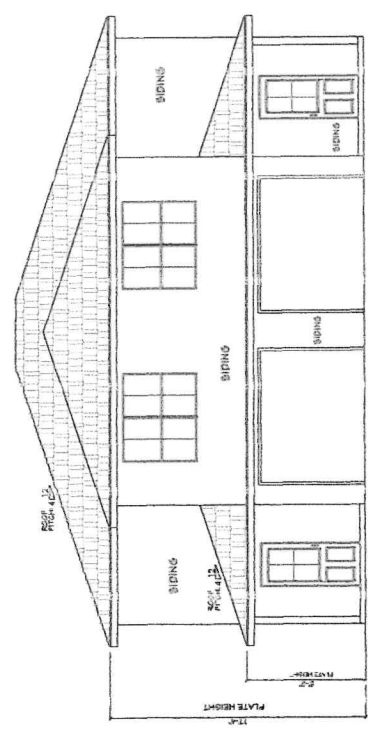
REAR ELEVATION
 SCALE: 1/4"=1'-0"



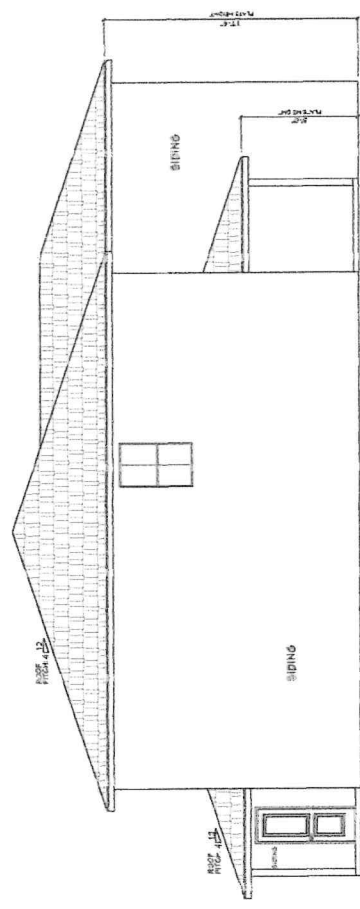
ROOF PLAN
 SCALE: 1/8"=1'-0"



RIGHT SIDE ELEVATION
 SCALE: 1/4"=1'-0"



FRONT ELEVATION
 SCALE: 1/4"=1'-0"



LEFT SIDE ELEVATION
 SCALE: 1/4"=1'-0"

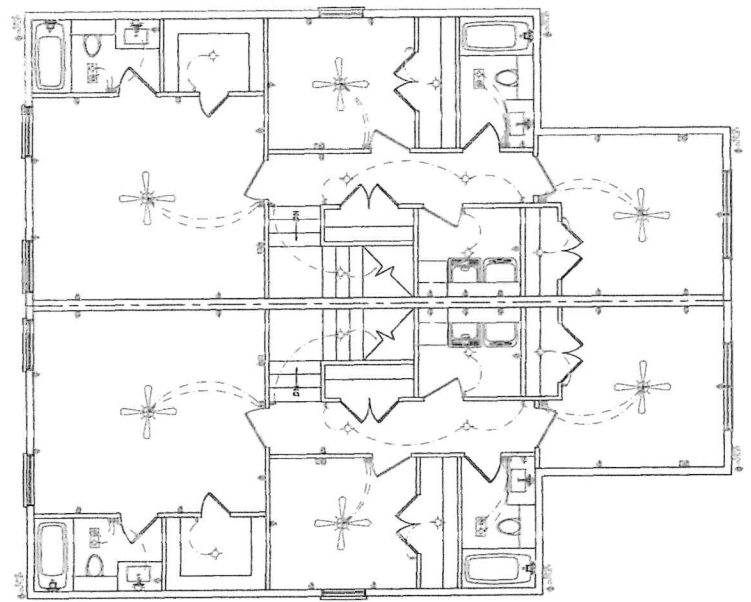
NOTE: EXACT EXTERIOR FINISHES TO BE DETERMINED BY BUILDER/OWNER. SEE ELEVATIONS.
 NOTE: ROOF PLAN IS SHOWN FOR DESIGN PURPOSES. EXACT DESIGN TO BE DETERMINED BY BUILDER.

2,060 SQ. FT TOTAL SLAB AREA

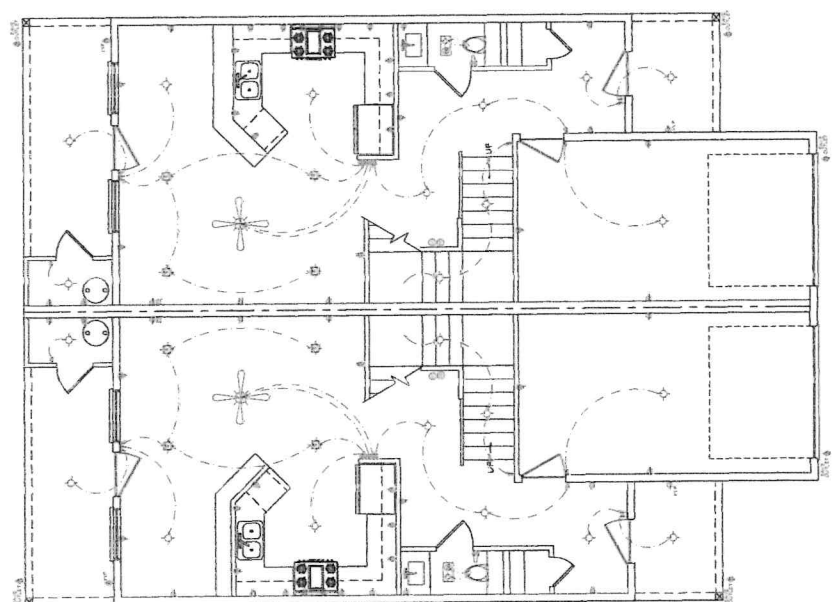
FOUNDATION PLAN

SCALE: 1/4"=1'-0"

UPPER LEVEL
ELECTRICAL PLAN
SCALE: 1/4"=1'-0"



LOWER LEVEL
ELECTRICAL PLAN
SCALE: 1/4"=1'-0"



ELECTRICAL PLUMBING SYMBOLS	
	1/2" SQUARE PIPE INDICATED WATER PASSAGE
	230 VOLT OUTLET
	FLUSH OUTLET
	6/8 AND DUPLEX OUTLET
	LED FIXTURE
	FAN WITH NO LIGHT KIT
	VENTILATION AND NO LIGHT
	HOSE BIB
	WATER LINE (NOT A COLD) BOILER DRAIN
	CEILING MOUNTED FIXTURE
	GROUND LIGHT
	4" LED DOWN LIGHT/LED LIGHTS
	UNDER CABINET STRIP LIGHTS
	TELEPHONE JACK
	PANEL WITH 120 VOLT 15 AMP BREAKER (INDICATES DIMMER)
	SMOKE DETECTOR
	CARBON MONOXIDE DETECTOR
	FOOT LIGHTS (MOTION-ACTIVATED) NO LED LIGHTS

NOTE:
EXACT LOCATION OF FLOOR OUT LETS AND HOSE BIBS
TO BE DETERMINED ON SITE BY OWNER/CONTRACTOR.

NOTE:
EXTERIOR SPOT LIGHTS LOCATION AND SWITCHES
TO BE DETERMINED ON SITE BY OWNER/CONTRACTOR.

NOTE:
EXACT LOCATION OF UNDER COUNTER LIGHTING
AND SWITCHES TO BE DETERMINED ON SITE.



TIRZ INCENTIVES APPLICATION & CHECKLIST



Fill in all blanks below and check applicable boxes for each item. All fields must be completed; "see attached" is not an appropriate response. Incomplete applications will not be processed.

SECTION 1: PROPERTY INFORMATION

Business Name: Muhammud Hilal Shahid Date: 1/17/2025

Business Owner (if different from above): _____

Business Address: 1621 N. Chadbourne St. Mailing Address: SAME

Business Phone: 801-375-7225 Secondary Phone: 325-374-4417

Email: hshahid2005@gmail.com/ctbravo2014@gmail.com

Property Owner: Muhammad Hilal Shahid

Remit incentive payment(s) to: ☒ Property Owner ☐ Business Owner

NOTE: A W-9 for the applicable party checked above is a requirement of this application. Applications will not be accepted without this information.

SECTION 2: ELIGIBILITY INFORMATION

This property falls within the: ☒ TIRZ - North Eligibility Area ☐ TIRZ - South Eligibility Area
(NOTE: See attached maps)

For the South Area only, indicate if your project fits into one or more of these development categories & how it meets the description of that category:

☐ CATEGORY A - OFFICE/WORKFORCE - contributes new jobs and/or significant floor space for offices. _____

☐ CATEGORY B - RESTAURANT - contributes an additional type of cuisine or dining opportunity. _____

☒ CATEGORY C - HOUSING/HOTEL - contributes housing units for residential living. _____

☐ CATEGORY D - RETAIL/SALES - contributes a commercial business. _____

SECTION 3: INCENTIVE CATEGORIES

Below are the various types of incentives to which the requested funding may be applied. Carefully review the TIRZ Incentive Policy adopted 09/19/2023, specifically the different incentive types available. Please indicate below which item(s) you propose based on your funding request (Item 4C below & included in more detail on Worksheet B).

- | | | |
|---|--|---|
| ☒ Facade Improvement | ☐ Outdoor Storage & Screening | ☐ Secondary Egress |
| ☒ Historic Preservation | ☐ Paving (part of a larger project and meet ADA requirements) | |
| ☐ Asbestos Abatement | ☐ Landscape Installation | ☐ Sprinkler & Monitored Smoke Alarm System |
| ☐ Sales Tax | ☐ Property Tax Abatement | ☐ Development Fee Reductions |

SECTION 4: FUNDING LEVEL

The funding level, as described in TIRZ Incentive Policy, outlines the various procedures and requirements for a proposal.

4A. The amount of funding requested is:

- ☐ Less than or equal to \$10,000
- ☐ Less than or equal to \$25,000
- ☐ More than \$25,000

4B. The total estimated project cost is: 98,800.00

4C. The amount of funding requested is: 75,000.00, as detailed on Worksheet A, attached.

4D. The amount of proposed match (which must be TIRZ-eligible expenses) is: \$9,880.00, as detailed on Worksheet A, attached.

SECTION 5: CRITERIA FOR EVALUATION OF APPLICATION

These criteria are also outlined on pages 2 & 3 of the TIRZ Incentive Policy adopted 09/19/23 and are to be utilized in the preparation of required documents as outlined in Section 6 of this application. Applicant is responsible for demonstrating which criteria are applicable to the proposed project and why. Proposed projects submitted during the application window will be ranked and the highest ranked will be considered for funding first. Rankings will be determined as outlined on page 2 of the TIRZ Incentives Policy

Does the proposed project:

- ☐ Provide connections between activities?
- ☐ Improve pedestrian & vehicular infrastructure?
- ☐ Provide or reinforce usable & defined open space?
- ☐ Strengthen the focus area's identity?
- ☐ Support the goals of making the area a cultural, leisure, and tourist destination?
- ☐ Improve the utilities and/or drainage infrastructure?
- ☐ Remediate environmental deficiencies or enhance public safety?
- ☐ Promote mixed-use development?
- ☐ Utilize architectural styles that compliment to historic areas already in existence?
- ☐ Help to mitigate or eliminate undesirable views or outside storage?
- ☐ Reduce the visual impact of parking areas?
- ☐ Preserve or provide natural landscaping?
- ☐ Implement environmentally-friendly features, such as green building materials, rainwater harvest, or low-energy heating and cooling?
- ☐ Include an aggressive match by the applicant, in excess of what is minimally required?

SECTION 6: CHECKLIST OF REQUIRED DOCUMENTS

The following documents - in addition to a completed application - are minimum requirements.
Incomplete submittals WILL NOT BE REVIEWED for funding. Work may not begin until a Letter to Proceed is received.

- ☐ SUMMARY: a written summary outlining the overall scope of work to be performed;
- ☐ APPLICATION: completed & signed application (this document);
- ☐ W-9: used for establishing an account for payment by the City of San Angelo;
- ☐ NARRATIVE: used to demonstrate how the proposed project meets the criteria you selected as applicable in Section 5
- ☐ PROJECT BUDGET: a detailed accounting, using Worksheet A, of how the amount requested in Item 4C and 4D on the previous page would be applied to the incentive categories identified in Section 3 above, and how the match would be utilized. Note that the total must match the totals for items 4C and 4D and CANNOT include non-eligible items for funding or match.
- ☐ DHRC LETTER OF APPROVAL: If the project is within the Downtown Design District, the River Corridor District, a historic overlay zone, or any other district in which projects must be reviewed by the City's Design and Historic Review Commission (DHRC), a letter of approval for the project MUST BE PROVIDED with your application. Applications that require DHRC approval for which no approval has been obtained WILL NOT BE CONSIDERED. Please contact the City's Planning and Development Services Department to assist in determining if such approval is required.

SECTION 7: STATEMENT OF UNDERSTANDING:

1. I agree to comply with guidelines and procedures of the TIRZ Incentives Program and acknowledge that I have reviewed and understand the current policy (adopted September 19, 2023 by City Council).
2. I understand that no work on the proposed project may begin until and unless an official **Letter to Proceed** is provided to me. Any other work done is ineligible for funding. I further understand that no such document will be issued until an agreement reiterating the requirements of this policy is executed by all parties.
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5. I acknowledge that my funding proposal may be denied, partially approved, or fully approved, and is subject to funding availability.
6. I acknowledge that all documents as outlined in this application are minimum requirements and that incomplete applications will be rejected.

Signature of Property Owner _____

Date: _____

1-17-25

SECTION 6: REPRESENTATIVE:

I hereby designate Criselda Bravo as my representative on this project and prefer that any communication regarding this project be addressed to them directly. They may be reached at: _____

325-374-4417 / cbravo2014@gmail.com

After you have completed this application and submitted the required exhibits, please mail or deliver this information to Planning and Development Services located at 52 W College Ave. The City may, at their discretion, request additional information regarding this application. Failure to provide such information in a timely manner may result in delay or rejection of your application.

FOR OFFICE USE ONLY:

COMPLETE? Y N

SIGNATURE OF DEVELOPMENT SERVICES COORDINATOR

DATE

[illegible]



2821 N Chadbourne San Angelo Tx 76903
(325) 262-7358
miguelproductionssa@gmail.com

ESTIMATE

VIMOC

For Muhammad Shahid
1621 North Chadbourne St San Angelo Tx

Estimate Num 1234512357
Date Jan 17, 2025

Description	Quantity	Rate	Amount
• Roofing	1	\$24,000.00	\$24,000.00
• Windows	1	\$31,500.00	\$31,500.00
• Doors	1	\$6,000.00	\$6,000.00
• Electrical Box Upgrade	1	\$3,800.00	\$3,800.00
• Clean-up	1	\$2,500.00	\$2,500.00
• Painting	1	\$16,000.00	\$16,000.00
• Stairs and Exterior Foundation Wall	1	\$15,000.00	\$15,000.00

Indicates Non-taxable items

Thank you for your business

Subtotal	\$98,800.00
----------	-------------

Tax (8%)	\$0.00
----------	--------

Total	\$98,800.00
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PORCH LIGHT

Get the products
you demand and
the quantities you
need FAST.

PROJECT
SOURCE

#423826



TM

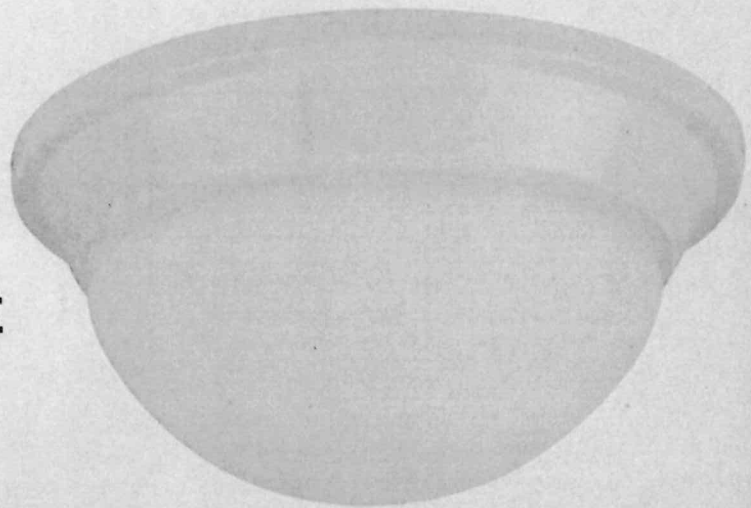
**PROJECT
SOURCE**

**9-in Round
Flushmount Light**

Lámpara redonda de
instalación al ras de
22.86 cm

WHITE FINISH
OPAL GLASS

ACTUAL / REAL
8.75 in x 8.75 in x 4.12 in
22.22 cm x 22.22 cm x 10.46 cm

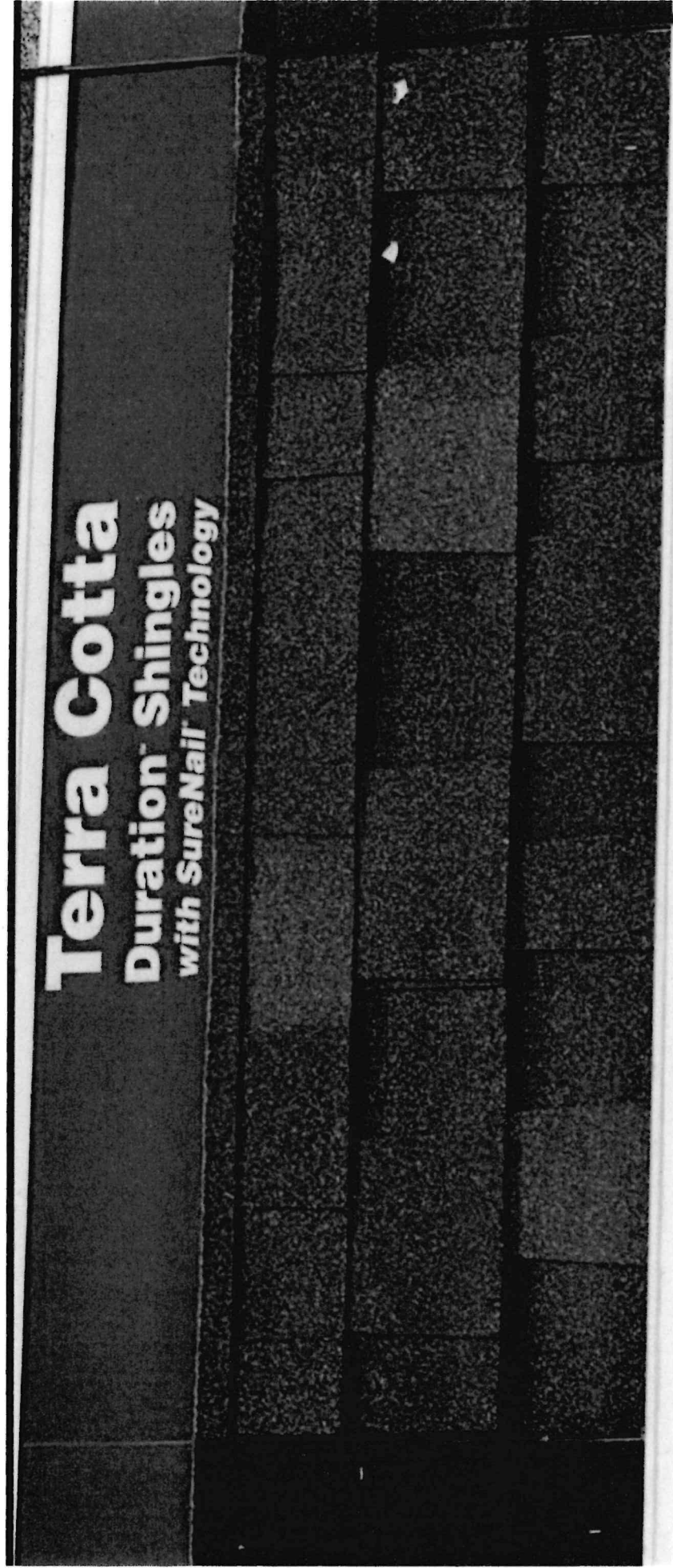


SNOWBOUND
HGSW7004

SM15

Exterior
white paint

Roof Shingles





ATTACHMENT "D"



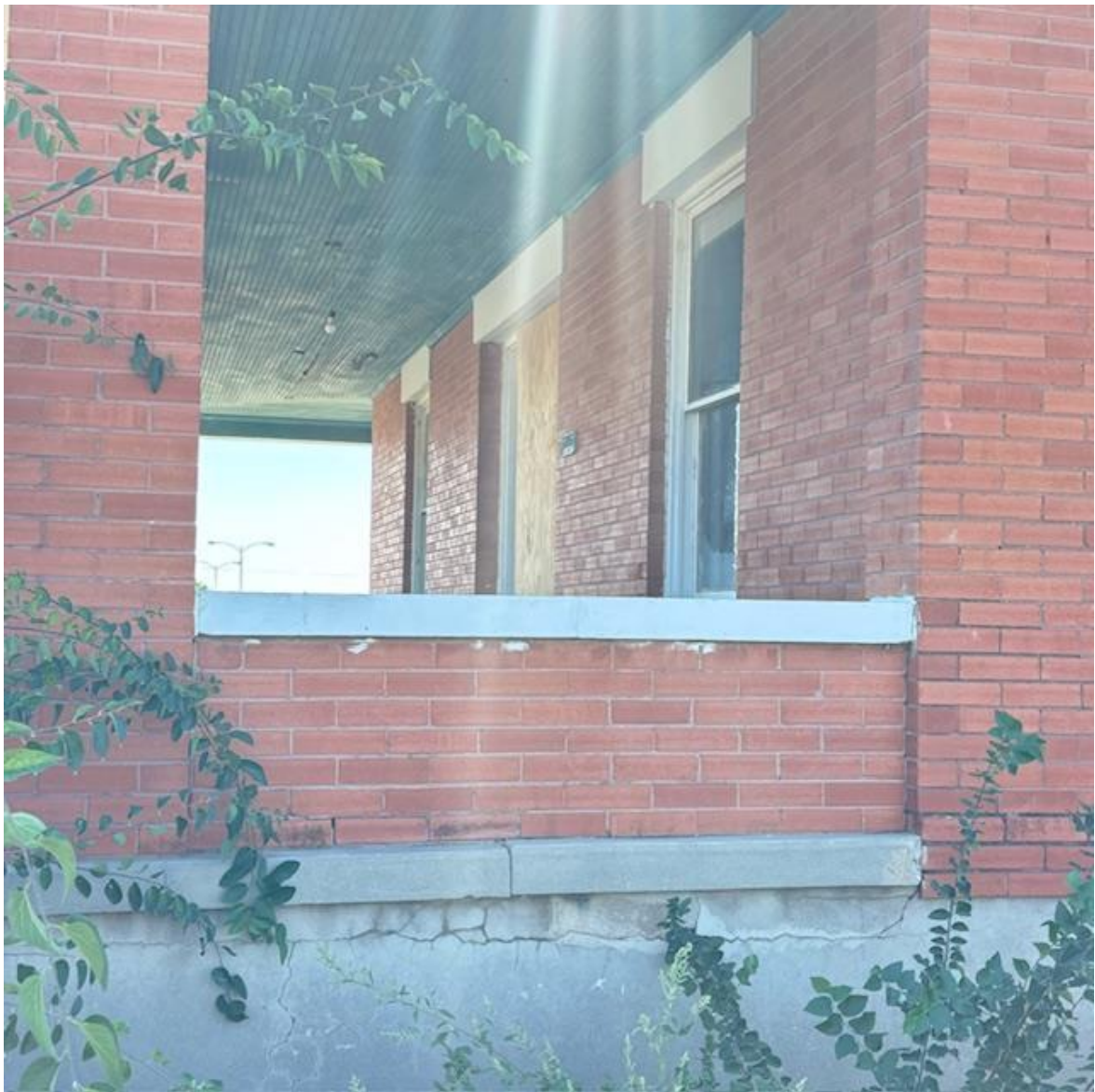


ATTACHMENT "C"









REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Aaron Vannoy, Director, Planning and Development Services

Meeting Date: March 18, 2025

Item type: Regular Item

Caption:

First reading and public hearing for PD24-07, a request for a zone change to a Planned Development from a Heavy Commercial zoning district to an underlying Mobile Home Subdivision zoning district, allowing one framed house and one manufactured home on 2 acres out of 13 acres located at 4673 Christoval Rd. (Presentation made by Planning and Development Services Director Aaron Vannoy)

Staff Recommendation:

Adopt

Summary/History:

This request is for one manufactured home to be placed on a 2-acre lot at 4763 Christoval Rd. The property is a 13-acre lot with property ownership of 18 total acres between Christoval Rd and Jackrabbit Trail. The property currently has a frame residential house with household living via legal conditional use in a Heavy Commercial (CH) zoning district with the adoption of the 2000 zoning ordinance. The property owners have a family member who purchased a new manufactured home from a local supplier, who then moved the home to the site. City staff received a request for electrical connection for the manufactured home, which began the development processes, one of which being the proper zoning for the property. After much discussion, a Planned Development was the only practical way to move forward with protection for the surrounding properties, which are zoned Heavy Commercial (CH) and Light Manufacturing (LM). The area has not grown with residential in over 40+ years, but the commercial and industrial businesses are thriving due to Christoval RD being an arterial and its proximity to HWY 87, HWY 277, and Charbourne ST, along with Goodfellow AFB. This area will continue to grow commercially with the investment from TXDOT widening Christoval Rd. and the connections it makes other major roadways. The planned development is a compromise with the family for their investment, but usually we would not recommend this type of development. The Planning Commission voted 5-1 in favor of the Planned Development with the underlying zoning being Mobile Home Subdivision (MHS) with 8 Conditions:

1. Obtain Building Permit and correct utility connection permits for manufactured home.
2. Obtain a revised on-site sewer system permit from Tom Green County Environmental Health
3. Provide an improved parking surface for 4 parking spaces; improved can be caliche, stone, or other surface.
4. Ensure Emergency Services can access the site.
5. Ensure skirting is secure and compliant with section 501 of the zoning ordinance

6. No future residential occupied structures can be built on this 2-acre tract; this does not restrict structures as accessory buildings or open structures.
7. Paved Connection shall be under the Ranch and Estate (R&E) zoning district standards.
8. Accessory structures shall be consistent with Sec 402 B Ranch and Estate Zoning (R&E)

Funding Source(s):

Financial Impact:

Other Information/Recommendation:

Attachments:

- | | | |
|----|--|---|
| 1. | PD24-07 Staff report updated 2-18-2025 | PD24-07 Staff report updated 2-18-2025.pdf |
| 2. | PD24-07 4673 Christoval Rd - Ordinance | PD24-07 4673 Christoval Rd - Ordinance.docx |

Presentation:

Aaron Vannoy

Approvals/Reviews:

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

PLANNING COMMISSION – January 27, 2025
STAFF REPORT



APPLICATION TYPE:	CASE:		
Planned Development	PD24-07: 4673 Christoval Rd		
SYNOPSIS:			
A request for a Planned Development of 2 acres to allow household living allowing a two family site with a modular residential structure, a frame residential structure and accessory buildings. The underlying zoning district would be Mobile Home Subdivision (MHS).			
LOCATION:	LEGAL DESCRIPTION:		
4673 Christoval Rd.	Acres: 13.130, Blk: 25& 26, Subd: CONCHO RIVER ESTATES, REMAINING 13.1300 ACRES OF 18.13 AC TRACT (BLK 25 & N224.3' OF BLK 26)		
SM DISTRICT / NEIGHBORHOOD:	ZONING:	FUTURE LAND USE:	SIZE:
SM District: #1 Tommy Hiebert Neighborhood: Glennmore	Heavy Commercial (CH)	Commercial	13.130 acres
THOROUGHFARE PLAN:			
Christoval Rd – A minor arterial on the master thoroughfare map. Currently under construction to widen paving to 3-4 lanes. Transports significant traffic to industrial, manufacturing, heavy commercial, and Goodfellow from the 277 Jackrabbit Trail – A local road with zero' of paving; a caliche road with a significant draw cutting across the from east to west. Right of way meets the minimum standards.			
NOTIFICATIONS:			
13 notifications mailed within 200-foot radius in January 2025. To date zero responses have been received in favor or support of the project.			
STAFF RECOMMENDATION:			
Staff recommends of PD24-07 with .			
PROPERTY OWNER/PETITIONER:			
Applicant: SKG Engineering Owner – Mary York			
STAFF CONTACT:			

Aaron Vannoy
Planning and Development
Services Director
(325) 657-4210
Aaron.vannoy@cosatx.us

Conditional Uses: Section 210(F) of the Zoning Ordinance requires that the Planning Commission consider, at minimum, six (6) factors in determining the appropriateness of any Planned Development Use request.

1. **Impacts Minimized. Whether and the extent to which the proposed conditional use creates adverse effects, including adverse visual impacts, on adjacent properties.** The proposed use will have any adverse effects as the too themselves due to the vision and current zoning of the area. The request is to have an underlying zoning of Heavy Commercial and to allow modular residential structures and accessory structures. The current “Solitaire” home is defined as a manufactured home by local ordinance and State of Texas Codes, as well as the manufacturer.

Texas Chapter 1201 Manufactured Housing

(12) "HUD-code manufactured home":

(A) means a structure:

- (i) constructed on or after June 15, 1976, according to the rules of the United States Department of Housing and Urban Development;
- (ii) built on a permanent chassis;
- (iii) designed for use as a dwelling with or without a permanent foundation when the structure is connected to the required utilities;
- (iv) transportable in one or more sections; and
- (v) in the traveling mode, at least eight body feet in width or at least 40 body feet in length or, when erected on site, at least 320 square feet;

(B) includes the plumbing, heating, air conditioning, and electrical systems of the home; and

(C) does not include a recreational vehicle as defined by 24 C.F.R. Section 3282.8(g).

Section 804: HUD-CODE MANUFACTURED HOME: A structure constructed on or after June 15, 1976, according to the rules of the United States Department of Housing and Urban Development, transportable in one or more sections, which in the traveling mode is 8 body feet or more in width or 40 body feet or more in length (and when erected on a site, is 320 square feet or more), and which is built on a permanent chassis and designed to be used as a dwelling with or without a permanent foundation when connected to the required utilities, and includes the plumbing, heating, air conditioning and electrical systems.

“Every Solitaire manufactured home is built to last a lifetime with construction that matches or exceeds the quality of a site-built home. Solitaire offers manufactured homes to suit any style and budget in both double-wide and single-wide models. – Solitaire Website opening statement”

To allow expansion of residential with a manufacture home would potentially be detrimental to the surrounding property and not in alignment with how this area is developing over time.

2. **Consistent with Zoning Ordinance. Whether and the extent to which the proposed conditional use would conflict with any portion of this Zoning Ordinance.** Staff sees inconsistency with the development standards of Sec. 501 Residential District Development Standards F. and Section 502 Nonresidential District Development Standards. Section 501 F specifically states a manufacture home must have been on the property legally: up to one year in order to replace that structure. This manufacture home was purchased and moved in within the last year without permits and therefore does not meet this section of the zoning ordinance. Section 502 A – Residential Uses in Nonresidential Districts - Within any

nonresidential district, allowed residential uses shall conform with the residential bulk regulations regarding maximum floor area ratio, required yards and height that are most closely associated with the proposed type of residential use. The proposal would limit the heavy commercial which is adjacent to this property for development.

3. **Compatible with Surrounding Area.** *Whether and the extent to which the proposed conditional use is compatible with existing and anticipated uses surrounding the subject land.* Staff does not believe the request is compatible with the surrounding area, which as mentioned is mostly Heavy Commercial and manufacturing uses. There is one lot adjacent with does have an older home and across Jackrabbit Trl. is zoned for Ranch and estate. South down Christoval Rd is a zoned area for Manufacture Housing Park (MPH).
4. **Effect on Natural Environment.** *Whether and the extent to which the proposed conditional use 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 significant adverse impacts on the natural environment from this development; however, the impacts from environmental effects due to adjacent zoned lands could affect this property over time. The property has a dry draw running east to west and potentially will have additional stormwater run off from the adjacent development and improved roadways which could impact the future of this tract.
5. **Community Need.** *Whether and the extent to which the proposed conditional use addresses a demonstrated community need.* There is a consistent history for the need for affordable housing options. In this case, our community has a known need for affordable housing based on our 2019 housing study. The owner was sold a home unknowingly that it would not conform to their property's zoning. The conflict for Planning, do we help resolve this immediate need for this resident but still look to the future of the area as transitioning to more commercial and industrial; the answer is we have a charge by Zoning ordinance in Sec 204 : a 5. Establish a process that effectively and fairly applies the regulations and standards of this Zoning Ordinance and respects the rights of property owners and the interests of citizens, and City Council to work with citizens to accomplish their goals.
6. **Development Patterns.** *Whether and the extent to which the proposed conditional use would result in a logical and orderly pattern of urban development in the community.* Staff questions if the applicant has met the criteria necessary for approval, as required in the Zoning Ordinance and Land Development and Subdivision Ordinance (LDSO) and is in conformance with the Comprehensive and Vision Plans. This area is still heavy commercial and manufacturing with two older residential structures over the immediate area. However, San Angelo needs residents and affordable housing. As a planner, in the zoning only bubble this does not match; however, as a citizen working with the community, with proper restrictions allowing this can be a solution to a difficult situation. The manufactured home, while not ideal, can be moved, relocated in the future easier than an additional permanent structure.

Recommendation:

Staff recommends **approval** of CU24-34 with the following conditions:

1. Obtain Building Permit and correct utility connection permits for manufacture home.
2. Obtain revised on-site sewer system permit from Tom Green County Environmental Health
3. Provide an improved parking surface for 4 parking spaces; improved can be caliche, stone, or another surface.
4. Ensure Emergency Services can access the site.
5. Ensure skirting is secure and compliant with section 501 of the zoning ordinance
6. No future occupiable structures can be built on this 2 acres tract; this does not restrict structures as accessory buildings or open structures.
7. Paved Connection shall be under the Ranch and Estate (R&E) zoning district standards
8. Accessory structures shall be consistent with Sec 402 B Ranch and Estate Zoning (R&E)

Attachments:

Aerial Map
Zoning Map
Notification map
Proposed Site Plan
Photographs



Aerial Map

PD24-07: 4673 Christoval Road

Council District: #1 Tommy Hiebert

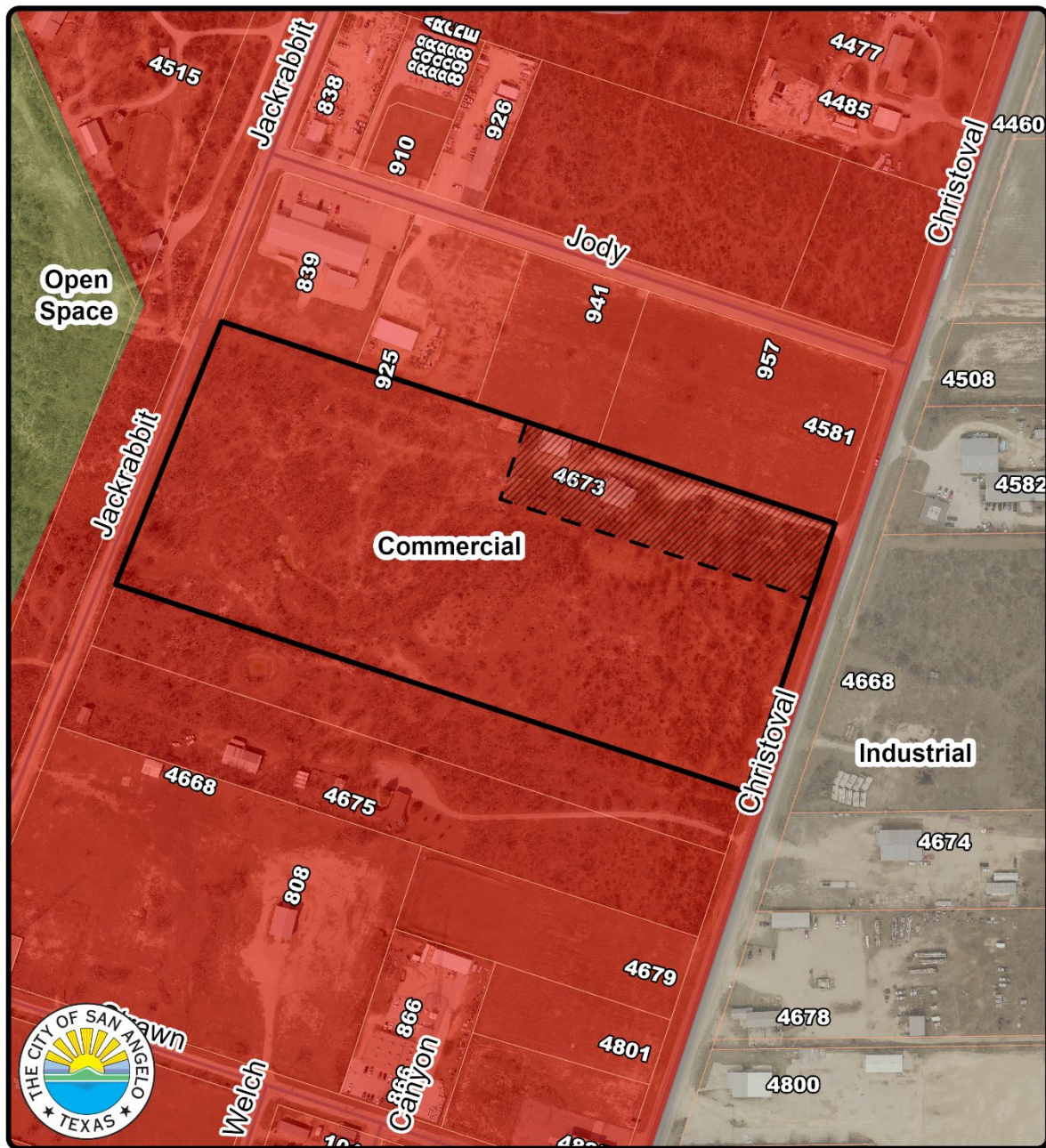
Neighborhood: Glenmore

Area of Zone Change: 

Subject Property: 

Scale:  Miles





Vision Plan

PD24-07: 4673 Christoval Road

Council District: #1 Tommy Hiebert

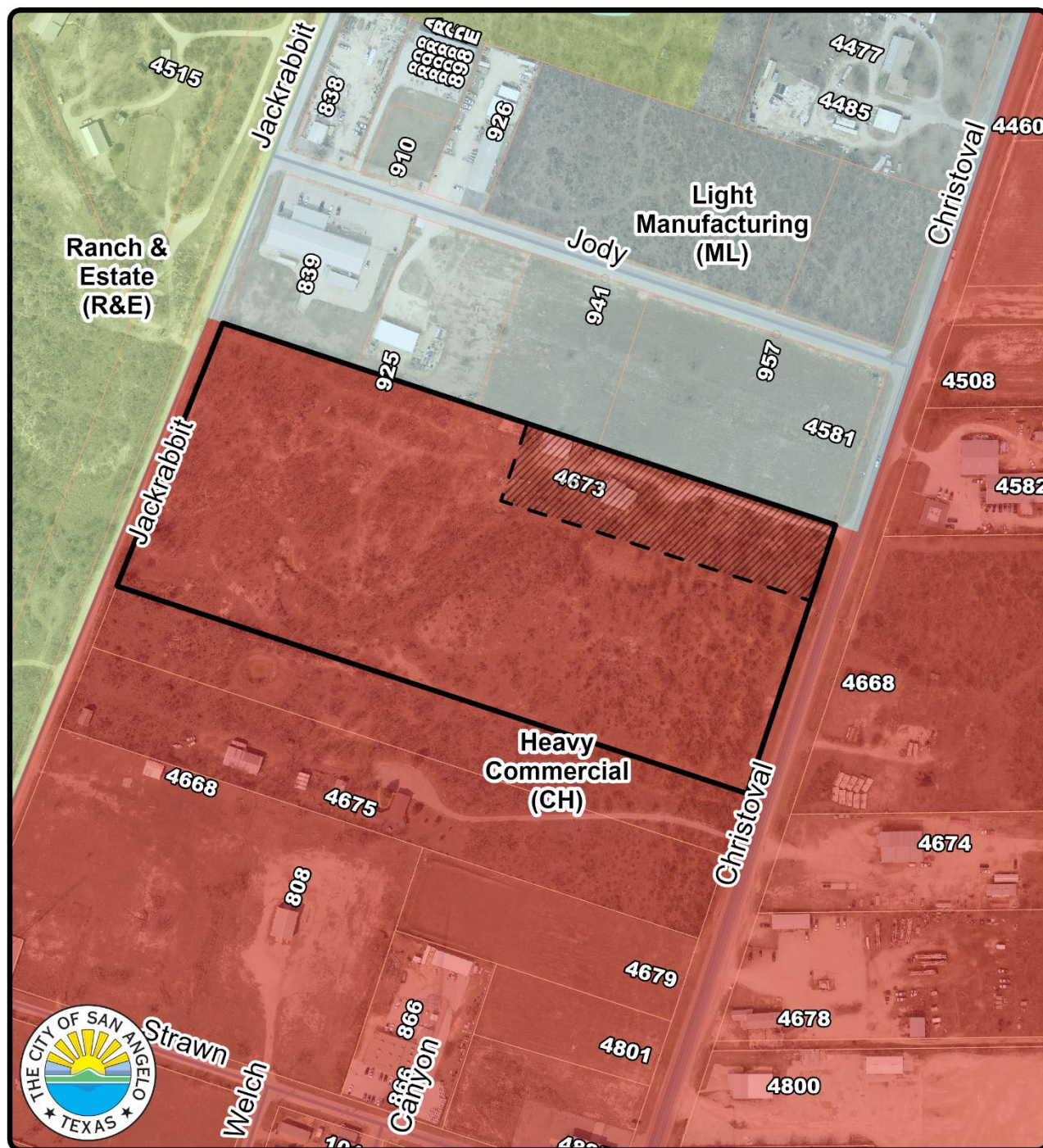
Neighborhood: Glenmore

Area of Zone Change: 

Subject Property: 

Scale:  0 0.02 0.04 0.07 0.11 0.14 Miles





Zoning Map

PD24-07: 4673 Christoval Road

Council District: #1 Tommy Hiebert

Neighborhood: Glenmore

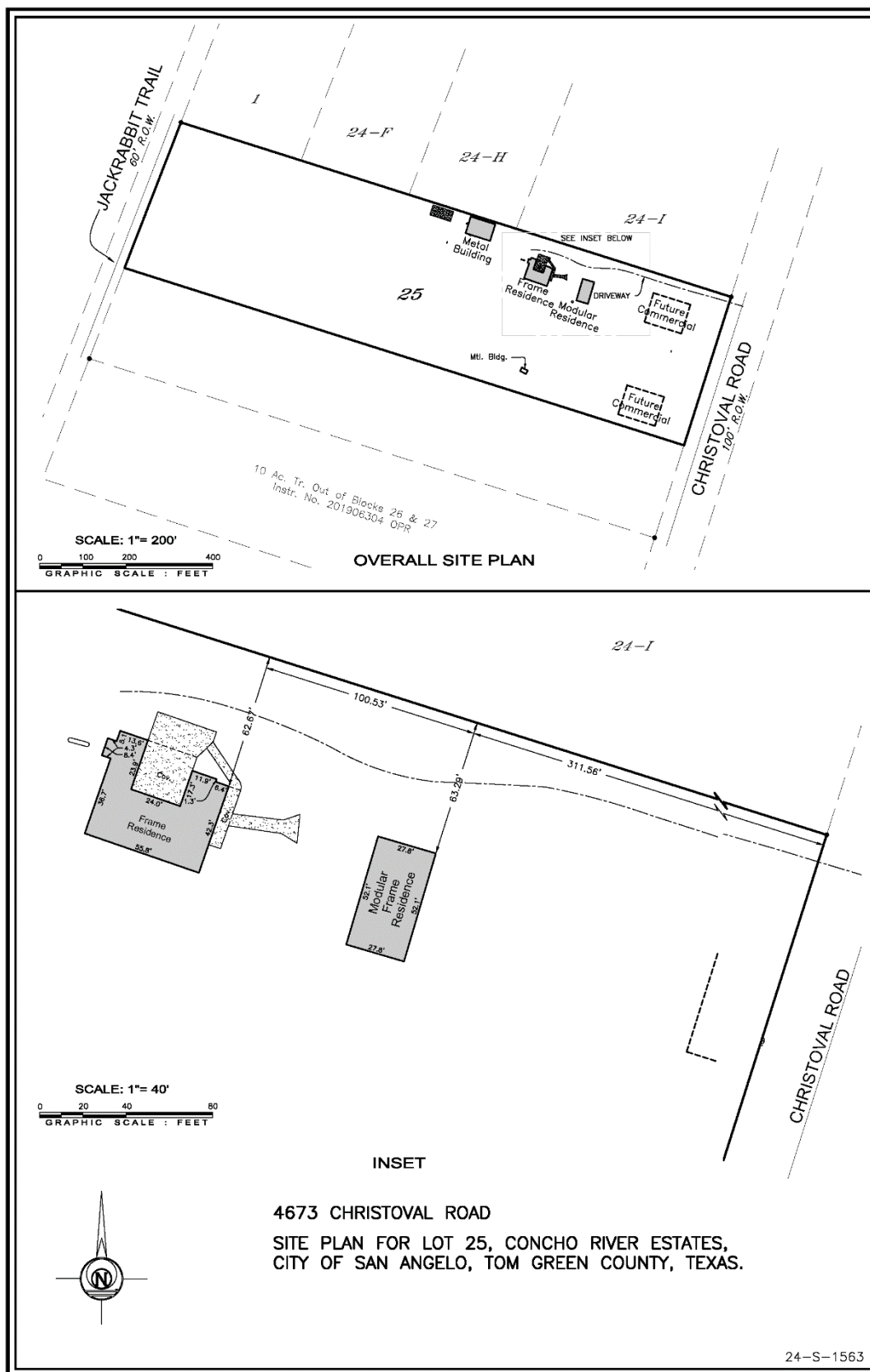
Area of Zone Change: 

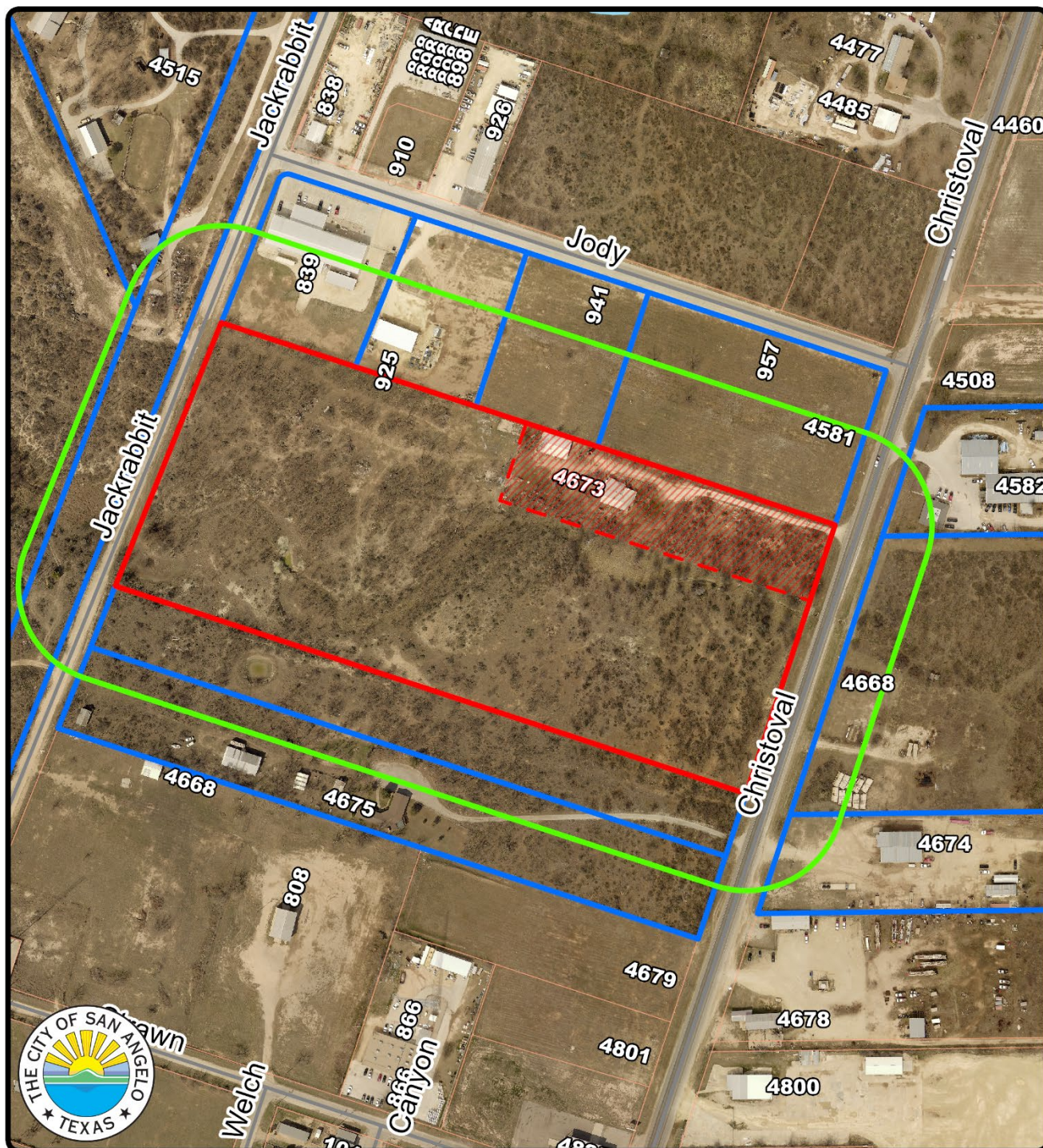
Subject Property: 

Scale: 0 0.02 0.04 0.07 0.11 0.14 Miles

N







200' Notification Map PD24-07: 4673 Christoval Road

Council District: #1 Tommy Hiebert
 Neighborhood: Glenmore

Scale: 0 0.02 0.04 0.07 0.11 0.14 Miles

200' Range:

Area of Zone Change:

Subject Property:

Notified Properties:

N



Site Photos









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 2 ACRES LOCATED ON LOT 25 OF THE CONCHO RIVER ESTATES;** FROM HEAVY COMMERCIAL (CH) TO A PLANNED DEVELOPMENT (PD) WITH AN UNDERLYING MOBILE HOME SUBDIVISION (MHS) ZONING DISTRICT, PROVIDING FOR SEVERABILITY; AND, PROVIDING FOR AN EFFECTIVE DATE

RE: PD24-07 4673 Christoval RD

WHEREAS, on the 24th day of February 2025, 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 (PD) Zoning District with the underlying zoning of Mobile Home Subdivision (MHS); and,

WHEREAS, on the 18th day of March 2025, City Council held a public hearing on PD24-07, pursuant to published notice, and has considered the application, comments, reports and recommendations of the Planning Commission and staff, public testimony, and other relevant support materials.

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

SECTION 1: The basic zoning ordinance for the City of San Angelo, as enacted by the governing body for the City of San Angelo effective January 4, 2000, and included within Exhibit “A” of Chapter 12 of the Code of Ordinances of the City of San Angelo, and zoning map be and the same are hereby amended to designate the following described properties permanently zoned Planned Development (PD) Zoning District with an underlying Mobile Home Subdivision (MHS):

The real property being approximately 2 acres located at 4673 Christoval Rd. in the Lot 25 of the Concho River Estates, 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 **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 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 **18th day of March 2025**, and finally PASSED, APPROVED AND ADOPTED on this the **1st day of April 2025**.

THE CITY OF SAN ANGELO

Brenda Gunter, Mayor

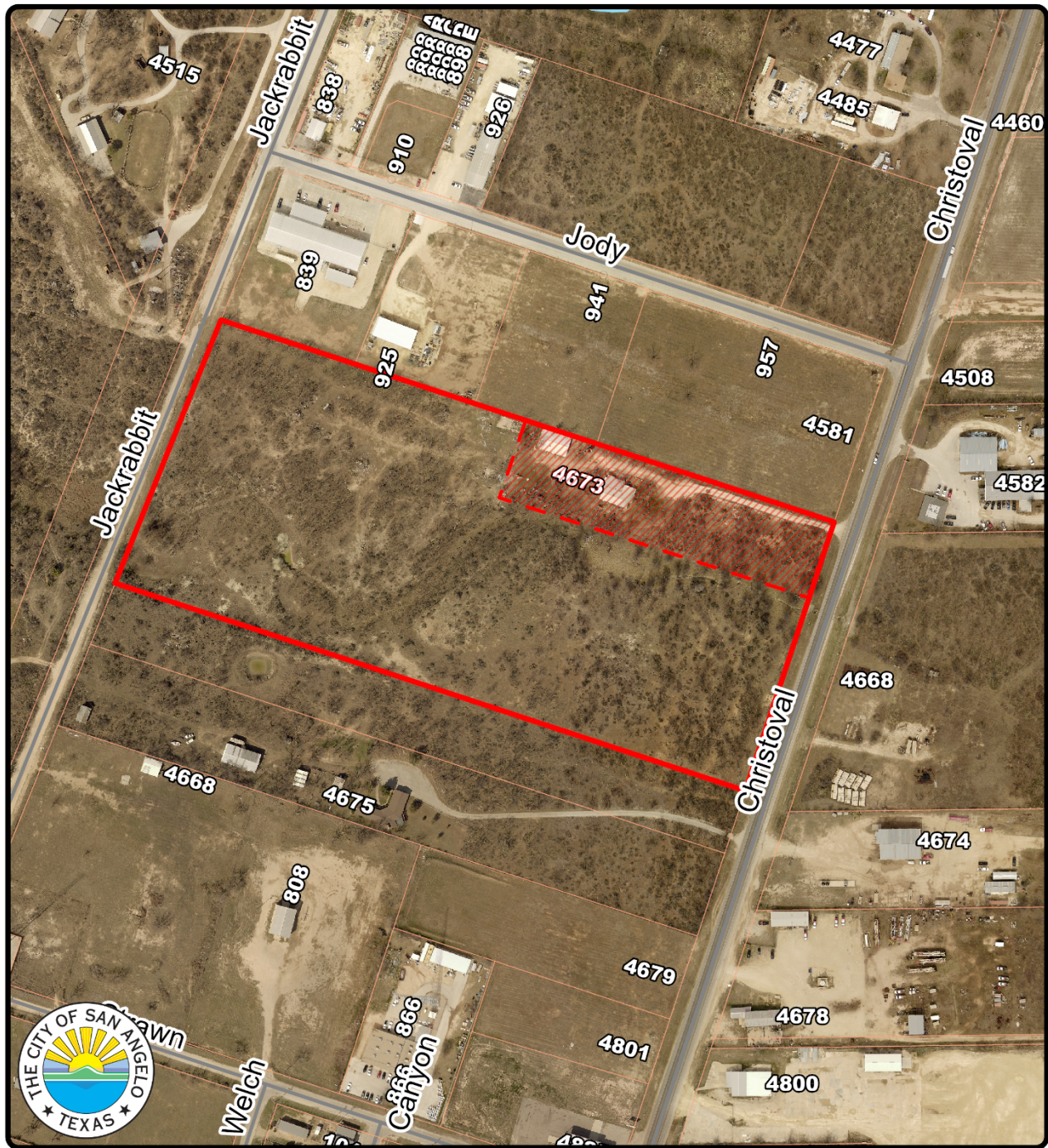
ATTEST:

Heather Stastny, City Clerk

APPROVED AS TO FORM:

Brandon Dyson, Interim City Attorn

Exhibit "A" (Zone Change Map)



Aerial Map

PD24-07: 4673 Christoval Road

Council District: #1 Tommy Hiebert

Neighborhood: Glenmore

Scale: 0 0.02 0.04 0.07 0.11 0.14 Miles

Area of Zone Change: 

Subject Property: 



Exhibit “B”
Applicable Regulations

1. Except as otherwise specified, the development of the subject property shall generally conform to the Mobile Home Subdivision (MHS) Zoning District standards.
2. Existing frame residential structure is allowed to remain with occupancy for Household Living.
3. No future occupiable structures can be built on this 2 acres tract; this does not restrict structures as accessory buildings or open structures.
4. Paved Connection shall be under the Ranch and Estate (R&E) zoning district standards
5. Accessory structures shall be consistent with Sec 402 B Ranch and Estate Zoning (R&E)
6. Obtain revised on-site sewer system permit from Tom Green County Environmental Health
7. Provide an improved parking surface for 4 parking spaces; improved can be caliche, stone, or another surface.
8. Ensure Emergency Services can access the site.
9. Ensure skirting is secure and compliant with section 501 of the zoning ordinance

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Aaron Vannoy, Director, Planning Commission

Meeting Date: March 18, 2025

Item type: Regular Item

Caption:

First reading and public hearing for Z25-05, a request for a zone change from the Single-Family Residential zoning district to Neighborhood Commercial zoning district, for two properties located at 502 and 504 W. Ave V (Presentation made by Planning and Development Services Director Aaron Vannoy)

Staff Recommendation:

Adopt

Summary/History:

This request is to rezone property from residential to low-intensity commercial along S. Bryant Blvd. located at 502 and 504 W Ave V. The current Vision plan is neighborhood center and the proposal to rezone to neighborhood commercial (CN) is compatible. The property owner's goal is to build a small-scale brake and lube business on the property. Vehicle repair while the customer waits is allowed within the neighborhood commercial (CN) district. The site is small and through the site plan stage the city team will require screening, parking and other items to protect the neighborhood to the west.

Funding Source(s):

Financial Impact:

Other Information/Recommendation:

Attachments:

- | | | |
|----|-----------------------|----------------------------|
| 1. | Z25-05 - Staff Report | Z25-05 - Staff Report.docx |
| 2. | Z25-05 - Ordinance | Z25-05 - 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 – February 24, 2025
City Council First Reading – March 18, 2025

APPLICATION TYPE:		CASE:	
Zone Change		Z25-05: 502 & 504 W Ave V	
SYNOPSIS:			
This is a request for a zone change from the Single-Family Residential (RS-1) zoning district to Neighborhood Commercial (CN) for two properties located at 502 and 504 W Ave V.			
LOCATION:		LEGAL DESCRIPTION(S):	
502 & 504 W Ave V, at the NW intersection of S Bryant and W Ave V		Acres: 0.138, Lot: 8, Blk: 8, Subd: LA VILLITA HEIGHTS ADDN Acres: 0.138, Lot: 9, Blk: 8, Subd: LA VILLITA HEIGHTS ADDN	
SM DISTRICT /	ZONING:	FUTURE LAND USE:	SIZE:
SMD #3 – Harry Thomas Neighborhood – Rio Vista	Current: RS-1 Proposed: CN	Neighborhood Center	.276 acres
THOROUGHFARE PLAN:			
• S Bryant Blvd – Major Arterial • W Ave V – Local Road			
NOTIFICATIONS			
29 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 Neighborhood Commercial (CN).			
PROPERTY OWNER/PETITIONER:			
Owner: Alberto Leyva			
STAFF CONTACT:			
Austin Reed Planner (325) 657-4210, Ext. 1550 austin.reed@cosatx.us			

Information:

The subject of this zone change is two residential lots intersecting with S Bryant which contain two older residential structures. The applicant wishes to join and redevelop these properties for lower-intensity commercial use, such as a brake & lube shop (which is allowed under CN). The existing structures will be removed. The vision plan for these properties is already Neighborhood Center, which aligns with the requested zone change. As far as zoning goes, bordering to the west is residential, bordering to the north is Office Warehouse, and bordering to the south is more Neighborhood Commercial.

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 use envisioned for this property is "Neighborhood Center", which aligns perfectly with "Commercial Neighborhood" zoning.
2. **Consistent with Zoning Ordinance.** *Whether and the extent to which the proposed amendment would conflict with any portion of this Zoning Ordinance.*
This request does not conflict with the Zoning Ordinance in any way. The existing lot dimensions would be compliant with our CN standards should a zone change be approved.
3. **Compatible with Surrounding Area.** *Whether and the extent to which the proposed amendment is compatible with existing and proposed uses surrounding the subject land and is the appropriate zoning district for the land.*
The proposed zoning would be compatible with the surrounding area. The subject property fronts on South Bryant, a major arterial road, and Neighborhood Commercial on the end of a street would not likely threaten the character of the neighborhood.
4. **Changed Conditions.** *Whether and the extent to which there are changed conditions that require an amendment.*
A zone change towards Neighborhood Commercial is necessary for the applicant's plans to redevelop these lots for commercial purposes.
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 do not anticipate any adverse environmental effects.
6. **Community Need.** *Whether and the extent to which the proposed amendment addresses a demonstrated community need.*
Commercial zoning at this location may help meet the needs of the community and granting this request would help to promote the redevelopment of existing property.

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.*

Commercial zoning at this location would help to maintain a logical pattern of development where commercial uses are located along a major thoroughfare.

Recommendation:

Staff recommend **APPROVAL** of the zone change from Single-Family Residential (RS-1) to Neighborhood Commercial (CN).

Attachments:

Notification Map

Aerial Map

Zoning Map

Aerial Map

This is an aerial map of a residential neighborhood in San Antonio, Texas. The map shows a grid of streets including Avenue T, Avenue U, Avenue V, Avenue W, Avenue X, La Cruz, Deaton, and Bryant. A green circle highlights a specific area, and a red rectangle highlights a specific property within that area. The map includes property numbers and the City of San Antonio logo.

Streets shown include Avenue T, Avenue U, Avenue V, Avenue W, Avenue X, La Cruz, Deaton, and Bryant. Property numbers are visible on many lots, such as 2401, 2402, 2403, 2409, 2433, 2437, 2501, 2601, 2619, 2713, 2717, 2719, 2721, 2723, 2725, 2727, 2729, 2731, 2733, 2735, 2737, 2739, 2741, 2743, 2745, 2747, 2749, 2751, 2753, 2755, 2757, 2759, 2761, 2763, 2765, 2767, 2769, 2771, 2773, 2775, 2777, 2779, 2781, 2783, 2785, 2787, 2789, 2791, 2793, 2795, 2797, 2799, 2801, 2803, 2805, 2807, 2809, 2811, 2813, 2815, 2817, 2819, 2821, 2823, 2825, 2827, 2829, 2831, 2833, 2835, 2837, 2839, 2841, 2843, 2845, 2847, 2849, 2851, 2853, 2855, 2857, 2859, 2861, 2863, 2865, 2867, 2869, 2871, 2873, 2875, 2877, 2879, 2881, 2883, 2885, 2887, 2889, 2891, 2893, 2895, 2897, 2899, 2901, 2903, 2905, 2907, 2909, 2911, 2913, 2915, 2917, 2919, 2921, 2923, 2925, 2927, 2929, 2931, 2933, 2935, 2937, 2939, 2941, 2943, 2945, 2947, 2949, 2951, 2953, 2955, 2957, 2959, 2961, 2963, 2965, 2967, 2969, 2971, 2973, 2975, 2977, 2979, 2981, 2983, 2985, 2987, 2989, 2991, 2993, 2995, 2997, 2999, 3001, 3003, 3005, 3007, 3009, 3011, 3013, 3015, 3017, 3019, 3021, 3023, 3025, 3027, 3029, 3031, 3033, 3035, 3037, 3039, 3041, 3043, 3045, 3047, 3049, 3051, 3053, 3055, 3057, 3059, 3061, 3063, 3065, 3067, 3069, 3071, 3073, 3075, 3077, 3079, 3081, 3083, 3085, 3087, 3089, 3091, 3093, 3095, 3097, 3099, 3101, 3103, 3105, 3107, 3109, 3111, 3113, 3115, 3117, 3119, 3121, 3123, 3125, 3127, 3129, 3131, 3133, 3135, 3137, 3139, 3141, 3143, 3145, 3147, 3149, 3151, 3153, 3155, 3157, 3159, 3161, 3163, 3165, 3167, 3169, 3171, 3173, 3175, 3177, 3179, 3181, 3183, 3185, 3187, 3189, 3191, 3193, 3195, 3197, 3199, 3201, 3203, 3205, 3207, 3209, 3211, 3213, 3215, 3217, 3219, 3221, 3223, 3225, 3227, 3229, 3231, 3233, 3235, 3237, 3239, 3241, 3243, 3245, 3247, 3249, 3251, 3253, 3255, 3257, 3259, 3261, 3263, 3265, 3267, 3269, 3271, 3273, 3275, 3277, 3279, 3281, 3283, 3285, 3287, 3289, 3291, 3293, 3295, 3297, 3299, 3301, 3303, 3305, 3307, 3309, 3311, 3313, 3315, 3317, 3319, 3321, 3323, 3325, 3327, 3329, 3331, 3333, 3335, 3337, 3339, 3341, 3343, 3345, 3347, 3349, 3351, 3353, 3355, 3357, 3359, 3361, 3363, 3365, 3367, 3369, 3371, 3373, 3375, 3377, 3379, 3381, 3383, 3385, 3387, 3389, 3391, 3393, 3395, 3397, 3399, 3401, 3403, 3405, 3407, 3409, 3411, 3413, 3415, 3417, 3419, 3421, 3423, 3425, 3427, 3429, 3431, 3433, 3435, 3437, 3439, 3441, 3443, 3445, 3447, 3449, 3451, 3453, 3455, 3457, 3459, 3461, 3463, 3465, 3467, 3469, 3471, 3473, 3475, 3477, 3479, 3481, 3483, 3485, 3487, 3489, 3491, 3493, 3495, 3497, 3499, 3501, 3503, 3505, 3507, 3509, 3511, 3513, 3515, 3517, 3519, 3521, 3523, 3525, 3527, 3529, 3531, 3533, 3535, 3537, 3539, 3541, 3543, 3545, 3547, 3549, 3551, 3553, 3555, 3557, 3559, 3561, 3563, 3565, 3567, 3569, 3571, 3573, 3575, 3577, 3579, 3581, 3583, 3585, 3587, 3589, 3591, 3593, 3595, 3597, 3599, 3601, 3603, 3605, 3607, 3609, 3611, 3613, 3615, 3617, 3619, 3621, 3623, 3625, 3627, 3629, 3631, 3633, 3635, 3637, 3639, 3641, 3643, 3645, 3647, 3649, 3651, 3653, 3655, 3657, 3659, 3661, 3663, 3665, 3667, 3669, 3671, 3673, 3675, 3677, 3679, 3681, 3683, 3685, 3687, 3689, 3691, 3693, 3695, 3697, 3699, 3701, 3703, 3705, 3707, 3709, 3711, 3713, 3715, 3717, 3719, 3721, 3723, 3725, 3727, 3729, 3731, 3733, 3735, 3737, 3739, 3741, 3743, 3745, 3747, 3749, 3751, 3753, 3755, 3757, 3759, 3761, 3763, 3765, 3767, 3769, 3771, 3773, 3775, 3777, 3779, 3781, 3783, 3785, 3787, 3789, 3791, 3793, 3795, 3797, 3799, 3801, 3803, 3805, 3807, 3809, 3811, 3813, 3815, 3817, 3819, 3821, 3823, 3825, 3827, 3829, 3831, 3833, 3835, 3837, 3839, 3841, 3843, 3845, 3847, 3849, 3851, 3853, 3855, 3857, 3859, 3861, 3863, 3865, 3867, 3869, 3871, 3873, 3875, 3877, 3879, 3881, 3883, 3885, 3887, 3889, 3891, 3893, 3895, 3897, 3899, 3901, 3903, 3905, 3907, 3909, 3911, 3913, 3915, 3917, 3919, 3921, 3923, 3925, 3927, 3929, 3931, 3933, 3935, 3937, 3939, 3941, 3943, 3945, 3947, 3949, 3951, 3953, 3955, 3957, 3959, 3961, 3963, 3965, 3967, 3969, 3971, 3973, 3975, 3977, 3979, 3981, 3983, 3985, 3987, 3989, 3991, 3993,

N



Notified Properties: ————

Aerial Map

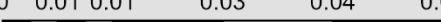


Aerial Map

Z25-05: 502 & 504 W Ave V

Council District: #3 Harry Thomas
Neighborhood: Rio Vista

Subject Property: 

Scale:  Miles



2402

527 525 509 505

528 518 510 506 502

512

Bryant

429 423 421 421 409

430 426 422 418 410

33

La Cruz

535 527 523 517 509

250

Avenue U

Office Warehouse (OW)

50550

504 502

Single Family Residential (RS-1)

516 518 526 514 512 510

425 419 409 413

426 422 418 414

Deaton

Avenue V

529 517 515 509 507 505

501

Bryant

425 423 421 417 415

534 530 526 522 518 506 504 502

2621

426 422 416 414

26

Neighborhood Commercial (CN)

Avenue W

604 602

Monterrey

506 504 2713

418 408

THE CITY OF SAN ANTONIO TEXAS

N

The map displays a residential area with property lots numbered in the 400s, 500s, and 600s. A red rectangle highlights lot 502, which is located between Avenue V and Avenue W, and between Deaton and Monterey streets. The map is overlaid with a grid of colored rectangles: yellow for lots 500-599, orange for lots 400-499, and green for lots 300-399. Street names include Avenue U, Avenue V, Avenue W, La Cruz, Deaton, and Monterey. The City of San Antonio logo is in the bottom left corner.

N

AN ORDINANCE AMENDING CHAPTER 12, EXHIBIT “A” OF THE CODE OF ORDINANCES, CITY OF SAN ANGELO, TEXAS, WHICH ADOPTS ZONING REGULATIONS, USE DISTRICTS AND A ZONING MAP, IN ACCORDANCE WITH A COMPREHENSIVE PLAN, BY CHANGING THE ZONING CLASSIFICATION OF THE FOLLOWING PROPERTY: **APPROXIMATELY 0.276 ACRES LOCATED ON LOTS 8 AND 9 IN BLOCK 8 OF THE LA VILLITA HEIGHTS ADDITION**; FROM SINGLE-FAMILY RESIDENTIAL (RS-1) TO THE NEIGHBORHOOD COMMERCIAL (CN) ZONING DISTRICT, PROVIDING FOR SEVERABILITY; AND, PROVIDING FOR AN EFFECTIVE DATE

RE: Z25-05: 502 & 504 W Avenue V

WHEREAS, on the 24th day of February 2025, 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 Neighborhood Commercial (CN) Zoning District; and,

WHEREAS, on the 18th day of March 2025, City Council held a public hearing on Z25-05, 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 permanently zoned Neighborhood Commercial (CN) Zoning District:

The real property being approximately 0.276 acres described as Lots 8 and 9 in Block 8 of the La Villita Heights 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 **18th day of March 2025**, and finally PASSED, APPROVED AND ADOPTED on this the **1st day of April 2025**.

THE CITY OF SAN ANGELO

Brenda Gunter, Mayor

ATTEST:

APPROVED AS TO FORM:

Heather Stastny, City Clerk

Brandon Dyson, Interim City Attorn

Exhibit "A" (Zone Change Map)



Ordinance Map

Z25-05: 502 & 504 W Ave V

Council District: #3 Harry Thomas
Neighborhood: Rio Vista

Scale: 0 0.01 0.01 0.03 0.04 0.06 Miles

Subject Property: —

Existing Zoning: RS-1

Requested Zoning: CN



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:	Ken Roberts
Address:	[REDACTED]
ZIP code:	76901
Home/mobile phone:	[REDACTED]
Office/mobile phone:	[REDACTED]
Resident of San Angelo since: (year)	2002
City Council Single-member	5
District in which you reside:	
Registered San Angelo voter? (yes or no)	yes
Occupation/business affiliation:	Commercial Insurance Broker
Occupation/business address:	133 W. Concho Ave., Ste 109, San Angelo, TX 76903

Title/position: Sales Executive
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**

02/22/2025

4. **Applying for:**

(o) Civic Events 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:

1980 Graduate of Brownwood High School; attended the University of Texas at Austin and North Central Texas College, but did not finish degree; Licensed in the states of Texas and Oklahoma to sell all lines of commercial and personal insurance, including, but not limited to, property, liability, auto, workers compensation, life and health.; designated as a Certified Insurance Counselor by the Risk & Insurance Education Alliance for over 15 years.

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

Past President and current member of the Rotary Club of San Angelo from September of 2002 to the present; President-Elect and member of the Optimist Club of Gainesville, Texas from June of 1990 to June of 2002

Previous municipal experience (positions, dates, where):

None

What personal qualifications can you bring to the board?

I was a two-time President of the board of directors for the Concho Valley Regional Food Bank and served on the board for over 20 years. My community service and profession have served me well in working with others of various backgrounds and experience, as well as the art of compromise when it advances the mission of the organizations I have served.

What is your personal vision for the City?

To honor the vision of those who have served before me while looking to make San Angelo a better place by serving its current needs as well as those of future generations.

Why do you want to serve on this board?

I have over 40 years of experience in the arts community, having served both on stage and off in many venues across the state of Texas, both large and small. I hope to advance arts opportunities for the people of San Angelo, as well as for the many tourists that will potentially make San Angelo a destination to experience the performing and visual arts that make cities like ours more vibrant and make our children stronger students.

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

I'm an extremely outgoing individual who can work with other like-minded individuals to leave things better than we found them.

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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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:	Travis Stribling
Address:	[REDACTED]
ZIP code:	76901
Home/mobile phone:	[REDACTED]
Office/mobile phone:	[REDACTED]
Resident of San Angelo since: (year)	2009
City Council Single-member	5
District in which you reside:	
Registered San Angelo voter? (yes or no)	yes
Occupation/business affiliation:	Property management
Occupation/business address:	119 S. Irving St, 76903

Title/position:

VP

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

3/5/2025

4.

Applying for:

(o) Economic Development Corporation

5.

Recommended by:

(Name):

Not answered

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:

I grew up in San Angelo and graduated from Central High School.

BBA in Finance from UT Austin

MBA and Masters in Real Estate from University of Denver

PricewaterhouseCoopers - real estate consultant

Live Oak Capital - commercial mortgage banker

Centerstone Management - vice president of property management company overseeing day to day operations of apartments in Lubbock and DFW

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

N/A

Previous municipal experience (positions, dates, where):

Planning Commission (San Angelo)

TIRZ (San Angelo)

DHRC (San Angelo)

What personal qualifications can you bring to the board?

Financial analysis of business investment opportunities for community.

Analysis of financial statements

Budget analysis/creation

Personnel management fundamentals

Thorough understanding of city ordinances related to planning and building regulation.

Evaluation of site selection for development.

What is your personal vision for the City?

Our community cannot sustain itself without growth. We need more houses and businesses to contribute to the tax base

Quality of life is a tenet for growth in our community. Quality of education is also critical for growth. A person's decision to invest in San Angelo (house or business) is largely based on these two factors. So, it is paramount that we focus on them and work every day to improve them.

Why do you want to serve on this board?

My work background has taken me to cities all across the country. I have worked with city officials, economic development groups, fire marshals, building officials, and investors on projects in several markets. I understand what it takes to build or remodel a building.

In addition, I have seen what other communities have done to drive economic activity. I am an advocate for our community and am committed to doing everything in my power to support and promote development in San Angelo.

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

N/A

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).

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