



City Council Agenda 4/1/2025

Notice is hereby given of a regular meeting of the City Council of City of San Angelo to be held April 1, 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 April 2025 as Month of the Military Child
- b. Proclamation of April 2025 as Fair Housing Month

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 18, 2025, City Council regular meeting minutes (Heather Stastny)
- b. Consider awarding Sourcewell Contract #060624-GPC for Fleet Parts and Supply Services to Genuine Parts Company (NAPA Auto Parts) to be effective as of September 19, 2024, ratifying all purchases made since that time, and authorizing the City Manager to negotiate and execute all related documents (Ryan Kramer)
- c. Consider awarding the sole source purchase of lift station pumps to Xylem Water Solutions USA, Inc. in the amount of \$53,602.32 and authorizing the City Manager to negotiate and execute all related documents (John Kaufman)
- d. Consider awarding sole source purchase of two Zodiac Texas Task Force Rescue Boat packages from Triad Marine and Industrial Supply for the amount of \$63,753 and authorizing the City Manager to negotiate and execute all related documents (Patrick Brody)
- e. Consider approving the sale of obsolete surplus ammunition and authorizing the Chief of Police to negotiate and execute all related documents (Travis Griffith)
- f. Consider authorizing the City Manager to execute a Reimbursable Agreement (AJW-FN-CSA-22-SW-005226-A1) between the FAA and the City of San Angelo in the amount of \$98,215.66 for the FAA to provide construction oversight during the South Taxilane Project (Justin Fletcher)
- g. Consider action regarding the following:
 - 1. Pursuant to Texas Local Government Code Section 272.001(b)(4), authorizing the sale of

approximately 251.874 +/- acres of land out of the Sarah R. Robertson Survey 178, Abstract 8474 to the City of San Angelo Development Corporation (COSADC) at a sales price of \$1,400,000 plus closing costs and authorizing the City Manager to negotiate and execute all related documents;

2. Ratifying a COSADC Resolution for a project to expand the existing South Plains Lamesa Railroad Ltd (SPLRR) rail park related to COSADC's purchase from the City and subsequent conveyance of approximately 251.874 +/- acres out of the Sarah R. Robertson, Survey 178, Abstract 8474, to Wisener Holdings, LLC dba SPLRR for cash at closing in the amount of \$1,000,000, with the remainder of \$400,000 subject to repayment pursuant to the terms of an economic development performance agreement; a project authorized under Chapters 501 & 505 of the Texas Development Corporation Act (Michael Dane)

- h. Consider ratifying COSADC's authorization for the Board President to accept the offer to purchase approximately 8.786 acres of land at the Industrial Park from Big Country Equipment Holdings, LLC at the original purchase price pursuant to the option to repurchase in the deed restrictions, plus standard closing costs, and to execute all necessary documents (Michael Dane)
- i. Second reading of an ordinance 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. (Aaron Vannoy)
- j. Second reading of an ordinance 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 (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. Keep San Angelo Beautiful Annual Report (Presentation made by KSAB Executive Director Charlotte Anderson)
- b. Consider awarding RFB FS-01-25 to Denton & Bradly Metal Solutions, Inc. for the purchase and installation of garage doors in the amount of \$361,189, utilizing \$170,290 of Fleet Services fund balance, and authorizing City Manager to negotiate and approve all related documents (Presentation made by Senior Fleet Manager Ryan Kramer)
- c. Discussion and direction on an expansion of the Open Structure overlay Section 312 of the Zoning ordinance into other areas of the City of San Angelo (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 attorney about landowner request for removal from the extraterritorial jurisdiction and procedures

8. Follow Up and Administrative Issues

- a. Consider items discussed in Executive Session, if needed
- b. 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 26th day of March 2025, at 5:09 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

Since 1986, the Department of Defense has recognized military children during the month of April. The commitment and sacrifice of our military's youngest heroes in supporting the brave men and women of the U.S. armed forces is worthy of honor and celebration. The unique demands upon the children of our military personnel do not go unnoticed, from often being the new child in school or the feeling of missing a parent deployed while serving our country.

Here in San Angelo, we are blessed to have Goodfellow Air Force Base. Strong military families that call our community home add so much to our West Texas Community.

Today and for the month of April, we will make a special effort to lift up our military families and to salute them and the contribution and resilience of our military children.

As part of this salute, San Angelo ISD is partnering with the City of San Angelo, to honor our military families and children. The City and SAISD invite our San Angelo community to join in our salute and gratitude!

Therefore, I, Brenda Gunter, Mayor of the City of San Angelo, Texas, on behalf of the City Council, and together with San Angelo Independent School District administrators, principals, educators, staff and students, do hereby proudly proclaim the month of April as

MONTH OF THE MILITARY CHILD

and urge all the citizens of San Angelo to acknowledge the occasion of this month in honor and recognition of the outstanding strength of our military children and families and in gratitude of their sacrifice.

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 1st day of April 2025.

Brenda Gunter
Mayor of the City of San Angelo

Proclamation

The Fair Housing Act, enacted on April 11, 1968, enshrined into federal law the goal of eliminating racial segregation and ending housing discrimination in the United States. The Fair Housing Act prohibits discrimination in housing based on race, color, religion, sex, familial status, national origin, and disability, and commits recipients of federal funding to affirmatively further fair housing in their communities.

The San Angelo Association of Realtors is committed to the mission and intent of Congress to provide fair and equal housing opportunities for all; and our social fabric, the economy, health, and environment are strengthened in diverse, inclusive communities.

More than fifty years after the passage of the Fair Housing Act, discrimination persists, and many communities remain segregated; and acts of housing discrimination and barriers to equal housing opportunity are repugnant to a common sense of decency and fairness.

Therefore, I, Brenda Gunter, Mayor of the City of San Angelo, Texas on behalf of the City Council, do hereby proclaim the month of April 2025 as

FAIR HOUSING MONTH

in San Angelo, Texas. As an inclusive community committed to fair housing, and to promoting appropriate activities by private and public entities to provide and advocate for equal housing opportunities for all residents and prospective residents of San Angelo, Texas.

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 1st day of April 2025.

Brenda Gunter
Mayor of the City of San Angelo

City of San Angelo, Texas
Regular City Council Meeting
Tuesday, March 18, 2025

Present:

Mayor Brenda Gunter
Pro tem Lucy Gonzales, SMD 4
Council Member Tommy Hiebert, SMD 1
Council Member Tom Thompson, SMD 2
Council Member Harry Thomas, SMD 3
Council Member Karen Hesse Smith, SMD 5
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 18, 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 29, 2025, was proclaimed as Vietnam War Veterans Memorial Day. Mayor Gunter was recognized for her contribution to the Vietnam Veterans program.

4. Public Comment

Citizen Justin Walcott (SMD 5) requested a townhall meeting with District 11 U.S. Representative August Pfluger.

Citizen Jamal Schumpert (SMD 4) spoke about public comments for executive session items and requested Council consider different options for spending of funds received from the sale of property.

Planning and Development Director Aaron Vannoy announced a Townhall Meeting to discuss the Cultural District will be held on April 1, 2025 at 6:00 p.m. at the San Angelo Fine Arts Museum.

5. Consent Agenda

- a. Approval of the March 4, 2025, City Council regular meeting minutes (Heather Stastny)
- b. Accepted 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. Authorization of 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. Award of 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. Approval of 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. Approval of 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. Award of 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. Award of 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. Authorization of 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. Approval of 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. Approval of 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. Approval of 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. Adoption of a resolution adopting the March 2025 Purchasing Policy (Jeff Tomlinson)
- n. Authorization of 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. Authorization of the Office of Emergency Management to apply for a FEMA Community Safe Room Grant-DR478 and authorizing the City Manager to execute the application (Patrick Brody)
- p. Adoption of 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)

Citizen Jamal Schumpert (SMD 4) requested additional information for item 5j.

- Motion: Council Member Thomas made a motion, seconded by Council Member Hiebert, to approve the Consent Agenda, with the exception of items 5d., 5m., and 5n. The motion carried unanimously (7) ayes to (0) nays.
- Motion: Council Member Miller made a motion, seconded by Council Member Hesse Smith, to approve Item 5d., as presented by Construction Manager Al Torres. The motion carried unanimously (7) ayes to (0) nays, with no public comment.
- Motion: Council Member Thomas made a motion, seconded by Council Member Miller, to approve Item 5m., as presented by Purchasing Manager Jeff Tomlinson. The motion carried unanimously (7) ayes to (0) nays, with no public comment.
- Motion: Council Member Hiebert made a motion, seconded by Council Member Gonzales, to approve Item 5n., as presented by Airport Director Justin Fletcher. The motion carried unanimously (7) ayes to (0) nays, with no public comment.

6. Regular Agenda

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

Citizens Jamal Schumpert (SMD 4) and Mary Coffey (SMD 6) requested the audit report be available for citizen review prior to Council approval.

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

- b. 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)

- Motion: Council Member Gonzales made a motion, seconded by Council Member Miller, to approve the item as presented. The motion unanimously (7) ayes to (0) nays with no public comment.

- c. Approval of 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)

Applicant Michelle Babiash thanked Council for their consideration and approval.

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

- d. Approval of 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)

- Motion: Council Member Gonzales made a motion, seconded by Council Member Hesse Smith, to approve the item as presented. The motion carried unanimously (7) ayes to (0) nays, with no public comment.

- 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)

Motion: Council Member Hiebert made a motion, seconded by Council Member Thompson, to approve the item, contingent upon the property owner widening the entry gate to 20 or 25-ft., subject to approval by the Fire Chief and Fire Marshal, no later than October 31, 2025. The motion carried (5) ayes to (2) nays, with Council Members Gonzales and Hesse Smith casting the dissenting votes. No public comment.

- 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)

Motion: Council Member Thomas made a motion, seconded by Council Member Hesse Smith, to approve the item as presented. The motion carried unanimously (7) 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 551.071 - 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. Consideration of items discussed in Closed Session, if needed
- b. Approval of 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

Motion: Council Member Miller made a motion, seconded by Council Member Gonzales, to approve the item as presented. The motion carried unanimously (7) ayes to (0) nays, with no public comment.

c. Announcements and consideration of Future Agenda Items

Council Member Gonzales requested a future agenda item to address carports in the PaulAnn subdivision.

Council Member Thompson requested training for new and existing board & commission members.

Council Member Hiebert requested an evaluation of repairs needed to Golf Course Rd.

9. Adjournment

Motion: Council Member Hiebert made a motion, seconded by Council Member Gonzales, to adjourn the meeting. The motion carried unanimously (7) ayes to (0) nays, with no public comment.

There being no further business, the meeting adjourned at 12:41 p.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: Ryan Kramer, Sr. Fleet Manager, Fleet Services

Meeting Date: April 1, 2025

Item type: Consent Item

Caption:

Consider awarding Sourcewell Contract #060624-GPC for Fleet Parts and Supply Services to Genuine Parts Company (NAPA Auto Parts) to be effective as of September 19, 2024, ratifying all purchases made since that time, and authorizing the City Manager to negotiate and execute all related documents (Ryan Kramer)

Staff Recommendation:

Approve

Summary/History:

A proposal was requested by the City for the facilitation of fleet parts, supplies and inventory management for the Fleet Services Division. Genuine Parts Company (GPC - locally known as Napa Auto Parts) submitted a proposal through the Sourcewell Purchasing Co-op.

The proposed service includes software-based inventory controls and part lookup databases, an on-site, vendor owned, parts inventory adequate to facilitate repairs of the City's fleet, professional personnel for management of the process, software integration with the City's fleet management software (Chevin Fleetwave), transportation for the pickup and delivery of requested parts and supplies, national parts distribution network and adequate resources to sustain high-quality and readily available parts and supplies for the Fleet Services Division.

Napa Auto Parts began providing on-site parts management and supply for the City in 2014. Before that time, the City hosted and staffed its own parts facility. Due to the complex issues of the City supporting its own parts inventory (including software, researching, obsolescence, staffing, inventory controls, and parts overhead costs), Fleet Services staff began to investigate alternative and more efficient means to accomplish parts supply for fleet repairs. Through this research, staff found that many other municipalities, school districts, counties, and other types of fleets utilize an out-sourced parts supply contract, providing many positive attributes, including: zero obsolescence, high-quality staffing, robust inventory and part look-up software, software integrations and more.

Napa Auto Parts has been contracted as a parts provider since 2014 as an awarded RFP respondent and a continuation of their services in 2019 after the award of a Sourcewell contract. This arrangement has shown to be valuable in reducing downtime due to increased part availability and decreasing administrative processing, both of which are a primary source of soft-cost expense.

The original contract inadvertently expired without having a new contract. There has been an estimated

amount of \$600,000 of purchases made since expiration, and an expected amount of approximately \$200,000 in unbilled expenditures until we get the contract executed.

The continuation of this type of service is requested in order to continue expedited part availability, utilize highly trained staff, computer-based inventory software, and electronic software integration. The term length on this contract will be for an initial 1-year term, with four, one-year renewal options (possible 5 years total). The City will be billed for parts and supplies from Napa at a 10% gross profit rate, plus all overhead and personnel costs associated with the on-site facility with intent to yield a net 10% profit after products and operational expenses are billed. This billing profile is attractive because of its consistency and transparency. The industry standard of a "discount rate off of list price" is not favorable since it varies from item-to-item in numerous discount percentages, making it less consistent and more difficult to audit.

The City's fleet requires an average of approximately \$82,000 per month in parts and supplies, which may fluctuate depending on the seasons and unanticipated events. In addition, overhead expenses related to vendor operations and employee compensation are approximately \$15,600 per month.

Funding Source(s):

Financial Impact:

This contract includes terms for a 10% gross profit rate on all parts and supplies sold to the City plus any contracted overhead expenses.

Other Information/Recommendation:

Staff recommends authorization to negotiate and execute Sourcewell Contract #060624-GPC for Fleet Parts and Supply Services from Genuine Parts Company (NAPA Auto Parts)

Attachments:

- 1. Sourcewell Contract 090624-- City of San Angelo (HKW 3-14-25) Sourcewell Contract 090624-- City of San Angelo (HKW 3-14-25).doc

Presentation:

Ryan Kramer

Approvals/Reviews:

Ryan Kramer	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

INTEGRATED SUPPLY AGREEMENT

BY AND BETWEEN

GENUINE PARTS COMPANY

AND

CITY OF SAN ANGELO

**INTEGRATED SUPPLY AGREEMENT
BY AND BETWEEN
GENUINE PARTS COMPANY
CITY OF SAN ANGELO**

THIS INTEGRATED SUPPLY AGREEMENT (this “Agreement”) is made by and between **GENUINE PARTS COMPANY**, a Georgia corporation (d/b/a NAPA Auto Parts) (“NAPA”), and **CITY OF SAN ANGELO**, a Texas municipal corporation (“CUSTOMER”), to be effective as of the ____ day of _____, 2025 (the “Effective Date”).

W I T N E S S E T H

WHEREAS, pursuant to a competitive bidding and selection process by Sourcewell (f/k/a National Joint Powers Alliance) (hereinafter, “Sourcewell”), a Minnesota-based Service Cooperative created by Minnesota Legislative Statute 123A.21, Sourcewell and NAPA executed contract #090624-GPC on December 26, 2024 (hereinafter, “Sourcewell Contract”), attached hereto as Exhibit C, to establish a source of supply for certain auto, truck and bus parts as well as to provide Integrated Business Solutions services; and

WHEREAS, by becoming a participating member of Sourcewell (hereinafter, “Member”), the State of Texas and its related entities (hereinafter, “User Agencies”) are authorized to utilize the pricing and incentives available to Sourcewell Members set forth in the Sourcewell Contract; and

WHEREAS, CUSTOMER desires to become a User Agency under such Sourcewell Contract and desires to receive integrated business solutions services from NAPA; and

WHEREAS, NAPA desires to provide integrated business solutions services and to establish inventories in CUSTOMER’s locations to service the fleet parts needs of CUSTOMER and to serve as the primary supplier of automotive replacement parts and other supplies and/or equipment (the “Inventory” or “Products”) to serve the needs of CUSTOMER; and

WHEREAS, CUSTOMER desires to provide space for the Inventory on the premises of CUSTOMER for use by NAPA (“On Site Store”) and agrees that NAPA will be its primary supplier of the Inventory pursuant to the terms herein.

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

AGREEMENT

1. **DEFINITIONS.** For purposes of this Agreement, the following terms shall have the meanings set forth below:

- (a) ***Primary Supplier*** shall mean the parts supplier that provides a minimum of ninety percent (90%) of the Inventory needs of CUSTOMER.
- (b) ***NAPA Owned Store*** shall mean an auto parts store lawfully using the tradename or trademark "NAPA" which is wholly owned by NAPA.
- (c) ***NAPA Jobber*** shall mean an auto parts store lawfully using the tradename or trademark "NAPA" with respect to which NAPA maintains no ownership interest.
- (d) ***Current NAPA Jobber Acquisition Cost*** shall mean NAPA's current gold price as set forth on NAPA's Confidential Jobber Cost and Suggested Resales price list.

2. **CUSTOMER'S CURRENT LOCATIONS.** NAPA will establish On Site Store(s) at the CUSTOMER'S following location(s):

1727 Saint Ann Street
San Angelo, Texas 76905
Manager: Ryan Kramer

Additional locations of the CUSTOMER may be added to this Agreement but only by a written amendment executed and agreed to by both the CUSTOMER and NAPA.

3. **TERM.** This Agreement shall begin the date this Agreement is fully executed and shall end when the Sourcewell Contract terminates or expires or when terminated earlier in accordance with the applicable terms and conditions stated herein. As the Sourcewell Contract is renewed or extended, this Agreement may be renewed or extended for a period of time equal to or shorter than the period of time the Sourcewell Contract is renewed or extended upon the mutual written agreement of the Parties. This Agreement shall terminate automatically upon the termination, for any reason, of the Sourcewell Contract. Notwithstanding the foregoing, either party may terminate this Agreement at any time for its convenience by giving the other party sixty (60) days prior written notice of such termination.

4. **DUTIES AND RESPONSIBILITIES OF NAPA.** NAPA shall have the following duties and responsibilities during the term of this Agreement:

Sourcewell Contract

(a) NAPA will operate the On Site Store(s) and provide the Inventory to CUSTOMER's now existing locations. NAPA shall provide all personnel required to operate the On Site Store(s).

(b) In those circumstances when delivery is required by CUSTOMER, NAPA will provide parts to CUSTOMER's locations on a daily route basis. In addition, NAPA will accelerate delivery on those items CUSTOMER requires to be delivered on an expedited basis. NAPA will make all reasonable efforts to ensure prompt delivery to the CUSTOMER's location(s) requesting part(s).

(c) NAPA shall provide all computers and reports necessary to monitor monthly expenses as they pertain to the daily operation of the On Site Store(s). NAPA shall provide computer ordering and cataloging to each On Site Store.

(d) NAPA shall provide a profit and loss statement of the parts operations to the CUSTOMER on approximately the 25th of each month for each On Site Store.

(e) NAPA shall provide back-up emergency service during non-working hour contingencies. This overtime expense (calculated at time and one half) will be charged on a cost basis to CUSTOMER, and must be pre-approved by CUSTOMER. The parties shall mutually agree upon the pre-approval process for such emergency situations. NAPA will provide a list of personnel, including telephone numbers, who will respond to emergency service requests.

5. DUTIES AND RESPONSIBILITIES OF CUSTOMER. CUSTOMER shall have the following duties and responsibilities during the term of this Agreement:

(a) CUSTOMER shall provide, at its sole expense, usable space for NAPA's On Site Store(s) and the Inventory. CUSTOMER shall provide access to restroom facilities for NAPA employees. Further, CUSTOMER shall furnish, at its sole expense, all utilities for the On Site Store(s) including: water, sanitation, sewer, light, telephone, heat, gas, electricity, power, fuel, janitorial and all other utilities and services rendered or delivered to the On Site Store(s) whatsoever. CUSTOMER shall provide NAPA a safe work environment that is free from hostility, violence, or discrimination. NAPA reserves the right to terminate the contract immediately should NAPA encounter a hostile, violent, discriminatory, or unsafe work environment.

(b) CUSTOMER shall use NAPA as its Primary Supplier of the Inventory under this Agreement. CUSTOMER reserves the right to purchase any item outside this Agreement where it is determined to be more economical or timely so long as the purchase of aforesaid part or parts does not result in NAPA no longer being CUSTOMER's Primary Supplier in which case NAPA may terminate this Agreement.

(c) Each On Site Store location shall be appropriately secured or otherwise maintained separate and apart from the business of CUSTOMER. There shall be no intermingling of CUSTOMER's parts or other inventory with NAPA's parts or inventory.

Access to the secured On Site Store(s) shall be restricted to NAPA employees and authorized NAPA representatives only. CUSTOMER'S employees, contractors or agents shall not be permitted to enter the secured On-Site Store area unless accompanied by a NAPA employee or other authorized NAPA representative.

(d) CUSTOMER shall, at all times during the term of this Agreement, at CUSTOMER'S sole expense, maintain in good condition and repair (so as to prevent any damage or injury to NAPA's employees, the Inventory or other personal property located in the On Site Store(s)) the roof, exterior walls, foundation, and structural portions of the On Site Store(s) and all portions of the electrical and plumbing systems lying outside of the On Site Store(s) but serving the On Site Store(s).

(e) CUSTOMER shall provide information regarding fleet changes to NAPA as soon as possible. Fleet changes include but are not limited to the removal of types of vehicles from the fleet and the addition of new vehicles to the fleet.

6. ALTERNATIVE SUPPLIERS. Each On Site Store may be serviced by a NAPA Owned Store or a NAPA Jobber. CUSTOMER acknowledges that whether it will be serviced by a NAPA Owned Store or a NAPA Jobber will be determined by NAPA, in its sole discretion, and that if CUSTOMER is to be serviced by a NAPA Jobber, then such NAPA Jobber must evidence its desire to abide by the terms of this Agreement by entering into an Assignment in the form of Exhibit A hereto.

7. PAYMENT TERMS/PRICING. NAPA shall invoice the CUSTOMER for all Inventory purchased pursuant to this Agreement on a monthly basis according to the pricing plan below. CUSTOMER agrees to pay the entire amount of all statements received from NAPA by the 25th day of the month following receipt of any such statement. If CUSTOMER has not paid the entire amount of all statements received from NAPA within 10 days of the 25th day of the month following receipt of such invoice, CUSTOMER shall be put on COD until such amount is paid in full. No prompt pay discount is available under this Agreement.

There are two pricing options available to CUSTOMER. The pricing option for *this* Agreement must be indicated by CUSTOMER initials, below.

PRICING OPTION #1

CUSTOMER INITIALS: NA

The overall objective of CUSTOMER's pricing plan is for NAPA to provide Products in accordance with the agreed upon Pricing Plan Summary set forth below. By billing CUSTOMER for the Products, NAPA's On Site Store(s) will achieve its target ten percent (10%) net profit for the Agreement (the "Net Profit Target"). CUSTOMER's pricing plan is comprised of the following elements:

- (a) ***Product Price.*** The pricing of the Products to be supplied to CUSTOMER by NAPA pursuant to this Agreement shall be divided into: 1) "***NAPA Product Price,***" which is the pricing of NAPA branded or NAPA

cataloged supplier manufactured products; and 2) “**Non-NAPA Product Price**,” which is the pricing of products which have not been manufactured by NAPA suppliers or do not exist in NAPA’s proprietary catalog system but which have been acquired for CUSTOMER by NAPA pursuant to this Agreement. The pricing of NAPA Product and Non-NAPA Product shall be billed in accordance with the Pricing Plan Summary defined below.

- (b) **Operational Expenses.** Any and all costs and expenses associated with the operation of the On Site Store(s), including, but not limited to, vehicle gas and maintenance costs, salary and benefits payable to NAPA employees at the On Site Store(s), worker’s compensation benefits and insurance, unemployment insurance, personal property insurance for the On Site Store(s) and Inventory, any deductible for losses covered under the personal property, automobile liability, or general liability insurance policies of NAPA, all equipment supplied by NAPA, Corporate Allocation Expenses (as defined below), inventory investment expense, obsolescence expense, pension funding costs, accounting fees, general office expenses, and shared service expenses. An example of a profit and loss statement reflecting such costs and expenses is attached hereto as Exhibit B. CUSTOMER acknowledges and agrees that the costs and expenses reflected on the profit and loss statement set forth on Exhibit B are subject to change based on actual monthly costs, expenses or Corporate Allocation Expenses incurred relative to the operation of the On Site Store(s). To achieve economies of scale, NAPA utilizes certain headquarter and corporate personnel to assist in the performance of this Agreement. As a result, each On Site Store location is charged certain corporate allocation expenses for various line items shown on Exhibit B (“Corporate Allocation Expenses”) which are calculated as a percentage of total Product sales for each month. As such, there is not a supportive invoice for such expenses other than a monthly allocation rate statement. These Corporate Allocation Expenses allow NAPA to have fewer employees performing routine general administrative tasks such as paper work and filing at the On Site Store(s), allowing NAPA counter personnel to focus more attention on serving the On-Site Store operations, and maximizing on-site cost efficiency.

PRICING PLAN SUMMARY

NAPA Product Price	Billed to CUSTOMER on a “9074 NAPA Pricing Profile”
Non-NAPA Product Price	Billed to CUSTOMER at a 25% gross profit rate (The formula for Non-NAPA Product Price for CUSTOMER is the current product acquisition cost divided by .75) This formula will achieve the gross profit rate set

	forth above. Example: current product acquisition cost is \$1.00. CUSTOMER's price would be $\$1.00/.75=\1.33
Operational Expenses	Paid entirely by NAPA
Net Profit Target	Amounts will be refunded or charged based on the failure or achievement of an overall 10% net profit for the previous month.

NAPA Product shall be billed to CUSTOMER based on a "9074 NAPA Pricing Profile" which has been provided to CUSTOMER in connection with this Agreement. Non-NAPA Product shall be billed by NAPA to yield a gross profit of twenty-five percent (25%). All Operational Expenses shall be borne by NAPA.

Sales at each On Site Store location will be reviewed after the first ninety (90) days of operation and on a month by month basis thereafter to ensure a ten percent (10%) net profit for NAPA. If monthly sales at each On Site Store, independently as opposed to in the aggregate, are producing more than a ten percent (10%) net profit for NAPA, NAPA will pay to CUSTOMER, via a refund check, the overage. Conversely, if NAPA's net profit for the preceding month is less than ten percent (10%), NAPA will bill CUSTOMER for the deficiency.

CUSTOMER and NAPA mutually agree that CUSTOMER'S maximum payment obligation pursuant to this profit guarantee shall be set at \$ NA; and CUSTOMER has encumbered such amount to cover this potential liability. The parties agree to mutually work together to adjust the amount if such amount must be increased during the term of the contract. **CUSTOMER INITIALS** NA

In addition, NAPA may use any sub-contractor for the procurement of "outside" purchases or services (i.e., those parts or services not traditionally stocked or performed by NAPA), and CUSTOMER will be billed an additional charge for any such purchases so as to yield NAPA a twenty-five percent (25%) gross profit on such purchases. CUSTOMER must provide pre-approval in writing for such outside purchases. CUSTOMER is solely responsible for improper or inappropriate instructions by CUSTOMER's employees to NAPA regarding NAPA's purchases of nontraditional parts or services, unless CUSTOMER provided prior written notice to NAPA of parts or services that may not be procured by NAPA in relation to this Agreement.

PRICING OPTION #2

CUSTOMER INITIALS: NA

The overall objective of CUSTOMER's pricing plan is for NAPA to provide Products in accordance with the agreed upon Pricing Plan Summary set forth below and reimbursement by CUSTOMER of each On Site Store's operating expenses. By billing

CUSTOMER for these two categories, NAPA's On Site Store(s) will achieve its target ten percent (10%) net profit for the Agreement (the "Net Profit Target"). These categories are defined as follows:

- (a) **Product Price.** The pricing of the Products to be supplied to CUSTOMER by NAPA pursuant to this Agreement shall be divided into: 1) "**NAPA Product Price**," which is the pricing of NAPA branded or NAPA cataloged supplier manufactured products; and 2) "**Non-NAPA Product Price**," which is the pricing of products which have not been manufactured by NAPA suppliers or do not exist in NAPA's proprietary catalog system but which have been acquired for CUSTOMER by NAPA pursuant to this Agreement. The pricing of NAPA Product and Non-NAPA Product shall be billed in accordance with the Pricing Plan Summary defined below.
- (b) **Operational Expenses.** Any and all costs and expenses associated with the operation of the On Site Store(s), including, but not limited to, vehicle gas and maintenance costs, salary and benefits payable to NAPA employees at the On Site Store(s), worker's compensation benefits and insurance, unemployment insurance, personal property insurance for the On Site Store(s) and Inventory, any deductible for losses covered under the personal property, automobile liability, or general liability insurance policies of NAPA, all equipment supplied by NAPA, Corporate Allocation Expenses (as defined below), inventory investment expense, obsolescence expense, pension funding costs, accounting fees, general office expenses, and shared service expenses. An example of a profit and loss statement reflecting such costs and expenses is attached hereto as Exhibit B. CUSTOMER acknowledges and agrees that the costs and expenses reflected on the profit and loss statement set forth on Exhibit B are subject to change based on actual monthly costs, expenses or Corporate Allocation Expenses incurred relative to the operation of the On Site Store(s). To achieve economies of scale, NAPA utilizes certain headquarter and corporate personnel to assist in the performance of this Agreement. As a result, each On Site Store location is charged certain corporate allocation expenses for various line items shown on Exhibit B ("Corporate Allocation Expenses") which are calculated as a percentage of total Product sales for each month. As such, there is not a supportive invoice for such expenses other than a monthly allocation rate statement. These Corporate Allocation Expenses allow NAPA to have fewer employees performing routine general administrative tasks such as paper work and filing at the On Site Store(s), allowing NAPA counter personnel to focus more attention on serving the On-Site Store operations, and maximizing on-site cost efficiency.

PRICING PLAN SUMMARY

NAPA Product Price	Billed to CUSTOMER at a 10% gross profit rate (The formula for NAPA Product Price for CUSTOMER is the Current NAPA Jobber Acquisition Cost divided by .90) This formula will achieve the gross profit rate set forth above. Example: Current NAPA Jobber Acquisition Cost is \$1.00. CUSTOMER's price would be $\$1.00/.90=\1.11
Non-NAPA Product Price	Billed to CUSTOMER at a 10% gross profit rate (The formula for Non-NAPA Product Price for CUSTOMER is the current product acquisition cost divided by .90) This formula will achieve the gross profit rate set forth above. Example: current product acquisition cost is \$1.00. CUSTOMER's price would be $\$1.00/.90=\1.11
Operational Expenses	Billed to CUSTOMER in accordance with Section 7(b) above.
Net Profit Target	10% net profit for the NAPA On Site Store(s) after Products and Operational Expenses are billed to CUSTOMER.

Both NAPA Product and Non-NAPA Product shall be set by NAPA to yield a gross profit of ten percent (10%). Operational Expenses will be charged to CUSTOMER in accordance with Section 7(b) above, with all such charges for Operational Expenses to be included in CUSTOMER's monthly billing statement. CUSTOMER will be billed at the end of each month for Operational Expenses on an "in arrears" basis.

CUSTOMER and NAPA mutually agree that CUSTOMER'S maximum payment obligation pursuant to this profit guarantee shall be set at \$___NA___; and CUSTOMER has encumbered such amount to cover this potential liability. The parties agree to mutually work together to adjust the amount if such amount must be increased during the term of the contract. **CUSTOMER INITIALS** __NA__

In addition, NAPA may use any sub-contractor for the procurement of "outside" purchases or services (i.e., those parts or services not traditionally stocked or performed by NAPA), and CUSTOMER will be billed an additional charge for any such purchases so as to yield NAPA a ten percent (10%) gross profit on such purchases. CUSTOMER must provide pre-approval in writing of such outside purchases. CUSTOMER is solely responsible for improper or inappropriate instructions by CUSTOMER's employees to NAPA regarding NAPA's purchases of nontraditional parts or services, unless CUSTOMER provided prior written notice to NAPA of parts or services that may not be procured by NAPA in relation to this Agreement.

8. INSURANCE.

(a) CUSTOMER is a state agency and is self-insured for liability and workers compensation through the Department of Administrative Services. CUSTOMER shall provide to NAPA, upon execution of this Agreement, a copy of all Certificates of Insurance evidencing the insurance coverages above.

(b) NAPA shall maintain during the term of this Agreement worker's compensation insurance coverage for its employees located at the On Site Store(s) in amounts required by law. In addition, NAPA shall maintain personal property insurance during the term of this Agreement in an amount sufficient to cover any loss or damage to the Inventory and any other personal property owned by NAPA that is located at the On Site Store(s).

(c) The insurance policies in this section required to be held by each party shall contain a waiver of subrogation against the other party.

(d) Neither CUSTOMER nor the Department of Administrative Services shall procure or provide insurance for NAPA property or Inventory.

9. NO LIENS.

(a) CUSTOMER warrants that it shall take no action, including but not limited to the granting of a security interest, or fail to take any action, which would operate or does operate in any way to encumber the Inventory of NAPA located in the On Site Store(s).

(b) CUSTOMER grants NAPA a power of attorney to execute such documents as are necessary to protect NAPA's interest in the Inventory on consignment on CUSTOMER's premises, including any UCC-1 statements.

10. PERSONNEL. NAPA and CUSTOMER shall attempt in good faith to mutually agree upon the identity of the persons that will be selected to staff the On Site Store(s). In the event that CUSTOMER for any reason wishes to remove or replace any of the NAPA personnel in the On Site Store(s), the parties will attempt to resolve CUSTOMER's request by mutual agreement.

11. WARRANTY/LIABILITY DISCLAIMER. All Products supplied pursuant to this Agreement are subject to the terms of written warranties provided by the manufacturer of each Product, and NAPA shall use reasonable commercial efforts to assist the CUSTOMER in processing all warranty claims that the CUSTOMER may have against a manufacturer. The manufacturer's warranty will be the sole and exclusive remedy of the CUSTOMER in connection with any claims concerning the Products supplied to CUSTOMER pursuant to this Agreement. ALL OTHER WARRANTIES, BOTH EXPRESS AND IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE

HEREBY EXCLUDED. Copies of the manufacturers' warranties are available to CUSTOMER upon request.

For suppliers (or categories of suppliers) of Non-NAPA Products that CUSTOMER instructs NAPA to utilize or consider for future purchases, NAPA is under no obligation to (and NAPA disclaims all liability in connection with) investigate product quality, management, ownership, reputation, certifications, qualifications, price competitiveness, or any other related characteristics of the products, individuals or entities at issue.

12. TERMINATION FOR CAUSE. This Agreement may be terminated immediately, unless otherwise stated in this Section 12, by either party for cause:

(a) In the event that the other party fails or refuses to pay any amounts due under this Agreement and such failure continues for ten (10) days;

(b) In the event that the other party fails or refuses to perform any other obligation required under this Agreement, and such failure or refusal continues for thirty (30) days after written notice thereof; or

(c) In the event that the other party files any bankruptcy petition, has any bankruptcy petition filed against it, makes any assignment of its assets for the benefit of creditors, or admits in writing its inability to pay its debts as they become due.

13. EFFECT OF TERMINATION. Immediately upon termination of this Agreement by either party for any reason:

(a) All duties, responsibilities and other obligations of each party hereunder shall terminate, except for the payment of any amounts due and owing to NAPA at the time of termination.

(b) Each party shall immediately return to the other party all equipment, software, books, records, tools and any other personal property owned by the other party that are in such party's possession. CUSTOMER shall allow NAPA full and unrestricted access to enter into the On Site Store(s) and immediately remove all equipment and other items of personal property owned by NAPA without being deemed guilty of trespass or any other violation of the law. All inventory records, sales history, sales analysis and all other information generated by NAPA under this Agreement will be returned to CUSTOMER.

Nothing contained in this Section shall be deemed a waiver of, or in any other manner impair or prejudice, any other legal rights that either party may have against the other party for any breach of this Agreement. The provisions and obligations of Sections 9, 11, 14, 15, 18, and 20 shall survive the termination of this Agreement for any reason.

14. BUY-BACK OF INVENTORY. Upon termination, expiration, or non-renewal of this Agreement, NAPA shall have the option to require CUSTOMER to

purchase all non-NAPA Inventory owned by NAPA and located in each On Site Store at NAPA's On Site Store's current product acquisition cost, and CUSTOMER shall have the option to purchase all NAPA Inventory, owned by NAPA and located in each On Site Store at the Current NAPA Jobber Acquisition Cost. Upon CUSTOMER's request, NAPA shall provide CUSTOMER with a listing of all NAPA and non-NAPA Inventory owned by NAPA and located in the On Site Store(s).

CUSTOMER INITIALS: _____

15. CHANGE OF CONTROL. NAPA may unilaterally terminate this Agreement by giving thirty (30) days written notice to CUSTOMER upon the occurrence of any one or more of the following events:

- (a) A change in the management or ownership of CUSTOMER;
- (b) A sale, lease, assignment or other transfer of CUSTOMER'S business or assets, whether through a stock purchase, merger, asset purchase, or other similar transaction, of at least a ten percent (10%) interest therein.

16. LANDLORD CONSENT AND WAIVER. Not Applicable.

17. INDEMNIFICATION. NAPA shall be responsible for and shall indemnify and hold CUSTOMER harmless from and against all damages, claims or demands that may, during the term of this Agreement, arise or be occasioned by the negligent or intentional acts of NAPA or NAPA's employees.

18. NOTICES. Whenever any notice, demand or request is required or permitted hereunder, such notice, demand or request shall be hand-delivered in person or sent via facsimile, by overnight mail through a reputable service, or by certified mail, return receipt requested, to the addresses set forth below:

As to NAPA: Genuine Parts Company
2999 Wildwood Parkway
Atlanta, GA 30339

As to CUSTOMER: City of San Angelo
Fleet Services Division
72 West College Avenue
San Angelo, Texas 76903
Attn: Ryan Kramer, Senior Manager of Fleet

Services

Telephone: (325) 657-4329
Facsimile: (325) 481-2626

Each such notice shall be deemed delivered (i) on the date of receipt if delivered by hand, overnight courier service or if sent by facsimile, or (ii) on the date three (3) business days

after depositing with the United States Postal Service if mailed by registered or certified mail. Either party may change its address specified for this notice by giving the other party at least ten (10) days written notice in accordance with this Section 18.

19. FORCE MAJEURE / DAMAGE OF PREMISES.

(a) Whenever performance by either party of any of their respective obligations (other than the obligation to make payment of money due hereunder) is substantially prevented by reason of any act of God, other industrial or transportation disturbance, fire, floods, riots, acts of enemies, national emergencies or by any other cause not within the reasonable control of such party and not occasioned by its negligence, then such performance shall be excused and the performance of such obligations under this Agreement shall be suspended for the duration of such prevention and for a reasonable time thereafter.

(b) NAPA may terminate this Agreement immediately in the event that the CUSTOMER's premises are damaged by any casualty, or such portion of the premises is condemned by any legally constituted authority, such as will make the CUSTOMER's premises unusable for the On Site Store(s) in the reasonable judgment of NAPA.

20. SUCCESSORS AND ASSIGNS. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective officers, directors, employees, successors and assigns. Notwithstanding the foregoing, the rights and obligations of either party to this Agreement may not be assigned without the prior written consent of the other party hereto, which consent shall not be unreasonably withheld.

21. AMENDMENTS. No amendment to this Agreement shall be binding on either party hereto unless such amendment is in writing and executed by both parties with the same formality as this Agreement is executed.

22. NO WAIVER OF RIGHTS. No failure of either party hereto to exercise any power given such party hereunder or to insist upon strict compliance by the other party to its obligations hereunder, and no custom or practice of the parties in variance with the terms hereof, shall constitute a waiver of either party's right to demand exact compliance with the terms hereof.

23. LIMITATIONS ON RIGHTS OF THIRD PARTIES. All obligations of a party under this Agreement are imposed solely and exclusively for the benefit of the parties, and no other person shall, under any circumstances, be deemed to be a beneficiary of such obligations.

24. INDEPENDENT CONTRACTOR. The parties hereto are independent contractors. Nothing in this Agreement shall create or shall be deemed to create any fiduciary relationship or the relationship of principal and agent, partnership, joint venturers or any other similar or representative relationship between the parties hereto.

25. CHOICE OF LAW. This Agreement shall be construed and interpreted under the laws of the State of Georgia.

26. COUNTERPARTS. This Agreement may be executed in one or more counterparts and each counterpart shall, for all purposes, be deemed an original, but all such counterparts shall together constitute but one and the same instrument.

27. SECTION HEADINGS. Section titles or captions contained herein are inserted only as a matter of convenience for reference and in no way define, limit, extend, or describe the scope hereof or the intent of any provision hereof.

28. SEVERABILITY. In the event any part of this Agreement shall be finally determined by a court of law to be illegal or unenforceable for any reason, then that illegal or unenforceable part shall be severed from the Agreement, and the remaining terms shall continue in full force and effect.

29. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement of the parties hereto and no prior representation, inducement, promise or agreement, oral or written, between the parties not embodied herein shall be of any force and effect.

30. AMENDMENT TO INTEGRATED SUPPLY AGREEMENT. Simultaneous with the execution of this Agreement, NAPA and CUSTOMER shall execute that certain Amendment to Integrated Supply Agreement dated as of even date herewith, attached hereto as Exhibit D.

[Signatures Appear on Next Page]

IN WITNESS WHEREOF, the parties hereto cause their hands and seals to be affixed by their duly-authorized representatives effective as of the date and year first above written.

GENUINE PARTS COMPANY

By: _____
Name: _____
Title: _____

CITY OF SAN ANGELO

By: _____
Name: _____
Title: _____

ATTEST:

APPROVED AS TO FORM:

_____, City Clerk

_____, City Attorney

EXHIBIT A
ASSIGNMENT

See attached.

ASSIGNMENT

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, GENUINE PARTS COMPANY, a Georgia corporation (hereinafter "Assignor"), hereby assigns, transfers, sets over and delivers to _____, a _____ (hereinafter "Assignee"), all of Assignor's rights, obligations and interest, including any options to renew or extend the contract term, in those certain location(s) as set forth below, as governed by the Integrated Supply Agreement dated _____ by and between Genuine Parts Company and City of San Angelo, a Texas municipal corporation ("CUSTOMER") (the "Integrated Supply Agreement").

Location(s): 1727 Saint Ann Street, San Angelo, Texas 76905

Assignee hereby accepts the assignment of the Integrated Supply Agreement, agrees to provide the services and perform all other obligations required to be performed by "NAPA" in said Integrated Supply Agreement at the times and in the manner set forth in said Integrated Supply Agreement, and shall be bound by all other terms, covenants and conditions of said Integrated Supply Agreement with regard to the location(s) set forth above, all with the same force and effect as if Assignee were originally named as "NAPA" therein.

CUSTOMER hereby consents to the above assignment of the Integrated Supply Agreement on the terms set forth herein.

The parties hereto agree that the assignment as set forth herein shall be effective as of midnight on _____.

IN WITNESS WHEREOF, the undersigned have set their hands this ____ day of _____, 20__.

ASSIGNOR:

ASSIGNEE:

GENUINE PARTS COMPANY

By: _____

By: _____

Name: _____ Name: _____

Its: _____ Its: _____

Agreed and acknowledged:

City of San Angelo, a municipal corporation

By: _____

Name: _____

Its: _____

Sourcewell Contract

EXHIBIT B

SAMPLE PROFIT AND LOSS STATEMENT

See attached.

SAMPLE PROFIT AND LOSS STATEMENT

City of San Angelo IBS	MONTHLY EXPENSE	Expense Short Description
EXPENSES		
PAYROLL:		
Acctg & Data Proc.	\$ 404	Fee Based on .5% of Sales
General Office	\$ 606	Fee Based on .75% of Sales
Counter-James	\$ 4,177	Counter Workers Payroll
Counter-Alex	\$ 1,678	Counter Workers Payroll
Counter-Ronnie	\$ 1,575	Counter Workers Payroll
TOTAL PAYROLL	\$ 8,440	
Data Proc. Eqpt. & Suppl.	\$ 453	Internet Service Fees/Equip
Delivery-Maintenance	\$ 42	Fuel & Repair
Empl. Benefits - Pension	\$ 364	Pension Plan Services Fee-.45% of Sales
Other	\$ 1,037	Group Plans-Hosp/Health
Freight & Postage	\$ 385	DC Freight/Fuel
Insurance	\$ 279	Vehicle/Building
Stationery, Ship. Suppl.	\$ 1,059	
Store	\$ -	Misc Supplies
Taxes (Not Income)	\$ 566	Payroll Taxes/State Fees/Personal Prop
Telephone	\$ -	
Utilities	\$ -	
Travel (Not Sales)	\$ -	
TAMS	\$ 639	Computer Support/Cataloging/Connection
TAMs Server	\$ 205	*New Server-4Yr Depreciation
Training	\$ 9	
	\$ -	
TOTAL MISC. EXPENSES	\$ 5,038	
TOTAL EXPENSES	\$ 13,478	

City of San Angelo IBS Sales Summa

City of San Angelo IBS	Month	
Sales	\$ 80,795	
Cost of Sales	\$ (74,272)	
Other-Rebates	\$ 1,704	
Profits received:	\$ 8,227	10.18%
Profits needed:	\$ 8,080	10% of Sales
Profits received:	\$ 8,227	
Overage/Shortage:	\$ (148)	Overage/Shortage
Total Expenses:	\$ 13,478	
Miscellaneous Adjustments:	\$ (148)	
	\$ 13,330	Expense/Management Fee Due

THIS SAMPLE P&L IS NOT A QUOTE. THE PROJECTIONS SET FORTH HEREIN REPRESENT A SAMPLE ONLY USING HYPOTHETICAL FIGURES AND SHOULD NOT BE RELIED UPON IN DETERMINING EXPECTED RESULTS. ALL ACTUAL FIGURES WILL BE DEPENDENT ON THE SERVICE NEEDS AND TRANSACTION VOLUME OF THE CUSTOMER'S FLEET IN A GIVEN MONTH.

EXHIBIT C

SOURCEWELL CONTRACT

A copy of the Sourcewell Contract may be found at:

<https://www.sourcewell-mn.gov/cooperative-purchasing/090624-gpc>

EXHIBIT D

AMENDMENT TO INTEGRATED SUPPLY AGREEMENT

See attached.

**AMENDMENT TO INTEGRATED SUPPLY AGREEMENT BETWEEN
GENUINE PARTS COMPANY
AND
CITY OF SAN ANGELO**

THIS AMENDMENT TO INTEGRATED SUPPLY AGREEMENT (this “Amendment”) is entered into this ___ day of _____, 2025 (the “Amendment Effective Date”) by and between **GENUINE PARTS COMPANY**, a Georgia corporation (“NAPA”) and **CITY OF SAN ANGELO**, a Texas municipal corporation (“CUSTOMER”).

WHEREAS, NAPA and CUSTOMER are parties to that certain Integrated Supply Agreement dated as of _____, 2025 (the “Agreement”) for the supply and sale of automotive parts and related supplies at certain locations as required by CUSTOMER; and

WHEREAS, NAPA and CUSTOMER desire to amend the Agreement according to the terms set forth below.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, NAPA and CUSTOMER hereby agree to amend the Agreement as follows:

1. All capitalized terms not otherwise defined herein shall have the meanings set forth in the Agreement.

2. Section 1(a) of the Agreement is hereby deleted in its entirety and replaced with the following:

“Primary Supplier shall mean the parts supplier that provides a minimum of ninety percent (90%) of the Inventory needs of CUSTOMER’s fleet management department.”

3. Section 3 of the Agreement is hereby deleted in its entirety and replaced as follows:

3. TERM. Subject to the terms and conditions set forth below, this Agreement shall begin the date this Agreement is fully executed and shall, unless terminated earlier in accordance with the applicable terms and conditions stated herein, end upon the third anniversary of the date this Agreement is fully executed. Following the expiration of the initial term set forth in the immediately preceding sentence, the term of this Agreement may be renewed by mutual agreement for up to two (2) successive one (1) year terms unless either party elects to not renew the term by providing at least sixty (60) days’ notice prior to such renewal.

Either party may terminate this Agreement at any time for its convenience by giving the other party ninety (90) days prior written notice of such termination.”

4. Section 4(d) of the Agreement is hereby deleted in its entirety and replaced as follows:

“(d) NAPA shall provide a profit and loss statement of the parts operations to the CUSTOMER on approximately the 15th of each month for each On Site Store.”

5. Section 5(c) of the Agreement is hereby deleted in its entirety and replaced as follows:

“(c) Each On Site Store location shall be appropriately secured or otherwise maintained separate and apart from the business of CUSTOMER. There shall be no intermingling of CUSTOMER's parts or other inventory with NAPA's parts or inventory. Access to the secured On Site Store(s) shall be restricted to NAPA employees, authorized NAPA representatives, and the CUSTOMER's Senior Manager of Fleet Services. CUSTOMER's employees, other than the Senior Manager of Fleet Services, contractors or agents shall not be permitted to enter the secured On Site Store area unless accompanied by a NAPA employee or other authorized NAPA representative.”

6. Section 7 of the Agreement is hereby deleted in its entirety and replaced as follows:

“7. **PAYMENT TERMS/PRICING.** NAPA shall invoice the CUSTOMER for all Inventory purchased pursuant to this Agreement on a monthly basis according to the pricing plan below, and shall provide a separate invoice for all Operational Costs for the preceding month on a monthly basis. CUSTOMER agrees to pay the entire amount of each invoice received from NAPA on or before the 30th day of the date of any such statement.

The overall goal of CUSTOMER's pricing plan is to achieve a ten percent (10%) net profit for NAPA (the "Net Profit Target") by adjusting the pricing of two elements:

(a) ***Product Costs.*** The price of the Inventory, acquired for CUSTOMER, to be supplied to CUSTOMER by NAPA pursuant to this Agreement.

(b) ***Operational Costs.*** Any and all costs and expenses associated with the operation of the On Site Store(s), including, but not limited to, vehicle gas and maintenance costs, salary and benefits payable to NAPA employees at the

On Site Store(s), worker's compensation benefits and insurance, unemployment insurance, personal property insurance for the On Site Store(s) and Inventory, any deductible for losses covered under the personal property, automobile liability, or general liability insurance policies of NAPA, all equipment supplied by NAPA, Corporate Allocation Expenses (as defined below), inventory investment expense, obsolescence expense, pension funding costs, accounting fees, general office expenses, and shared service expenses. An example of a profit and loss statement reflecting such costs and expenses is attached hereto as Exhibit B. CUSTOMER acknowledges and agrees that the costs and expenses reflected on the profit and loss statement set forth on Exhibit B are subject to change based on actual monthly costs, expenses or Corporate Allocation Expenses incurred relative to the operation of the On Site Store(s). To achieve economies of scale, NAPA utilizes certain headquarter and corporate personnel to assist in the performance of this Agreement. As a result, each On Site Store location is charged certain corporate allocation expenses for various line items shown on Exhibit B ("Corporate Allocation Expenses") which are calculated as a percentage of total Product sales for each month. As such, there is not a supportive invoice for such expenses other than a monthly allocation rate statement. These Corporate Allocation Expenses allow NAPA to have fewer employees performing routine general administrative tasks such as paper work and filing at the On Site Store(s), allowing NAPA counter personnel to focus more attention on serving the On-Site Store operations, and maximizing on-site cost efficiency.

PRICING PLAN SUMMARY

NAPA Product Price	Billed to CUSTOMER at a 10% gross profit rate (The formula for NAPA Product Price for CUSTOMER is the Current NAPA Jobber Acquisition Cost divided by .90) This formula will achieve the gross profit rate set forth above. Example: Current NAPA Jobber Acquisition Cost is \$1.00. CUSTOMER's price would be $\$1.00/.90=\1.11
Non-NAPA Product Price	Billed to CUSTOMER at a 10% gross profit rate (The formula for Non-NAPA Product Price for CUSTOMER is the current product acquisition cost divided by .90) This formula will achieve the gross profit rate set forth above. Example: current product acquisition cost is \$1.00. CUSTOMER's price would be $\$1.00/.90=\1.11
Operational Expenses	Billed to CUSTOMER in accordance with Section 7(b) above.

Net Profit Target	10% net profit for the NAPA On Site Store(s) after Products and Operational Expenses are billed to CUSTOMER.
-------------------	--

Product Costs shall be set by NAPA to yield a gross profit of ten percent (10%). Gross profit is calculated by dividing the acquisition cost by .90. Operational costs will be charged to CUSTOMER at cost, with all such charges for Operational Costs to be included in CUSTOMER's monthly billing statement. CUSTOMER will be billed at the end of each month for operational costs on an "in arrears" basis.

In addition, NAPA may use any sub-contractor for the procurement of "outside" purchases or services (i.e., those parts or services not traditionally stocked or performed by NAPA), and CUSTOMER will be billed an additional charge for any such purchases so as to yield NAPA a ten percent (10%) gross profit on such purchases. CUSTOMER must provide pre-approval in writing of such outside purchases.

CUSTOMER is solely responsible for improper or inappropriate instructions by CUSTOMER's employees to NAPA regarding NAPA's purchases of nontraditional parts or services, unless CUSTOMER provided prior written notice to NAPA of parts or services that may not be procured by NAPA in relation to this Agreement.”

7. Section 8 of the Agreement is hereby deleted in its entirety and replaced as follows:

“8. INSURANCE.

(a) CUSTOMER is a municipal corporation and is self-insured for liability and workers' compensation. The limits of liability for general liability and automobile liability are \$250,000 per person, \$500,000 per occurrence for bodily injury or death, and \$100,000 per claim for property damage. The limits of liability are statutorily determined by Chapter 101.023 of the Texas Civil Practices and Remedies Code. The limits of liability for workers' compensation are those set forth in Chapter 504 of the Texas Labor Code.

(b) CUSTOMER shall provide to NAPA, upon execution of this Agreement, a copy of its Certificates of Self Insurance evidencing the coverage above.

(c) NAPA shall maintain during the term of this Agreement worker's compensation insurance coverage for its employees located at the On Site Store(s) in amounts required by law. In addition, NAPA shall maintain personal property insurance during the term of this Agreement in

an amount sufficient to cover any loss or damage to the Inventory and any other personal property owned by NAPA that is located at the On Site Store(s).”

8. Section 10 of the Agreement is hereby amended to add the following:

“NAPA shall maintain and provide to CUSTOMER an employee handbook or other rules, which shall, among other things, prescribe the duties and responsibilities of NAPA employees, and reflect a policy precluding any form of discrimination, sexual harassment, and the use of alcohol or controlled substances. NAPA shall comply with the Drug Free Workplace Act of 1988, including any amendments and administrative regulation, if required by federal law.”

9. Section 12 of the Agreement is hereby amended to add subsection (d) and (e) as follows:

“(d) In the event that there is a hostile work environment, the affected party provides written notice, and such hostile environment remains uncorrected for ten (10) days after written notice thereof.

(e) This contract may be terminated by the CUSTOMER in the event funding for the services provided are not approved by the San Angelo City Council during the budget approval process; provided that, for purposes of clarity, any such termination shall not affect the CUSTOMER’s obligations set forth in Section 14 hereof. ”

10. Section 15 of the Agreement is hereby deleted in its entirety and replaced as follows:

“**15. CHANGE OF CONTROL.** NAPA shall promptly notify CUSTOMER of any proposed change in control or ownership of NAPA. CUSTOMER may inquire into the qualification of the prospective controlling party, and NAPA shall assist CUSTOMER in any such inquiry. In the event that CUSTOMER should reasonably conclude that the change of control in NAPA may substantially alter the performance of this Agreement, CUSTOMER may, at its sole and absolute discretion, terminate this Agreement upon the provision of sixty (60) days' notice thereof. For the purposes of this Section 15, a presumptive change in control and/or ownership will exist upon sale or transfer of fifty-one percent (51%) or more of NAPA's ownership, stock, or other control.”

11. Section 17 of the Agreement is hereby deleted in its entirety and replaced as follows:

“**17. INDEMNIFICATION.** To the extent permitted by applicable law, NAPA and CUSTOMER shall each indemnify, defend and hold

harmless the other and its officials, employees and agents (collectively referred to as "Indemnitees") and each of them from and against all loss, costs, penalties, fines, damages, claims, expenses (including attorney's fees) or liabilities (collectively referred to as "Liabilities") by reason of any injury to or death of any person or damage to or destruction or loss of any property arising out of, resulting from, or in connection with (i) the performance or non-performance of the services contemplated by this Agreement which is or is alleged to be directly or indirectly caused, in whole or in part, by any act, omission, default or negligence (whether active or passive) of CUSTOMER or NAPA or that party's employees, agents or sub-providers, regardless of whether it is, or is alleged to be, caused in whole or part (whether joint, concurrent or contributing) by any act, omission, default or negligence (whether active or passive) or strict liability of the Indemnities, or any of them or (ii) the failure of either to comply with any of the paragraphs herein or the failure of the parties to conform to statutes, ordinances, or other regulations or requirements of any governmental authority, federal, state or local, in connection with the performance of this Agreement. The parties expressly agree to indemnify and hold harmless the Indemnitees, or any of them, from and against all liabilities which may be asserted by an employee or former employee of the parties, or any of their sub-providers, as provided above, for which a party's liability to such employee or former employee would otherwise be limited to payments under state Workers' Compensation or similar laws. Nothing herein shall require either party to indemnify, defend, or hold harmless any Indemnatee for the Indemnatee's own gross negligence or willful misconduct."

12. Section 25 of the Agreement is hereby deleted in its entirety and replaced as follows:

"**25. CHOICE OF LAW.** This Agreement shall be construed and interpreted under the laws of the State of Texas. Venue is proper in Tom Green County, Texas."

13. A new Section 31 is hereby added to the Agreement as follows:

"**31. CONFIDENTIALITY.** CUSTOMER and NAPA may, from time to time, acquire or otherwise receive confidential or proprietary information concerning the other party's products, pricing, business affairs, and practices. In order for information to be considered confidential or proprietary, NAPA must take reasonable measures under the circumstances to maintain the information's secrecy, including labeling such information as "Confidential." In consideration of the confidential and proprietary nature of this information, each party agrees as follows:

(a) All confidential or proprietary knowledge and information received from the other party shall for all time and purposes be regarded by the receiving party, its employees and agents as strictly confidential and will not be disclosed to any third parties or to any of the other affiliates of the receiving party, except as required by law or order of a court of competent jurisdiction. NAPA acknowledges that if a request is made of the CUSTOMER, pursuant to Chapter 552, Texas Local Government Code, for public disclosure of NAPA's confidential information, CUSTOMER shall advise NAPA of such request and, it shall be NAPA's sole burden and responsibility to immediately seek and obtain such injunctive or other relief to protect NAPA's claimed exemption from public disclosure.

(b) Each party agrees to utilize any information provided by the other party only for the purposes of carrying out this Agreement and further acknowledges that it will not utilize any information provided by the other party for any other purpose including but not limited to directly or indirectly competing with the other party or otherwise assisting another person or entity in doing the same.

(c) All confidentiality obligations hereunder shall continue in full force and effect during the term of this Agreement, and after termination: (a) in the case of confidential information that constitutes a trade secret under applicable law, for as long as such confidential information remains a trade secret; or (b) in the case of any other confidential information, for a term of ten (10) years.

(d) Should NAPA initiate legal action to prevent disclosures of proprietary information under paragraph 31(a), above, CUSTOMER shall reimburse NAPA for attorneys' fees and costs of court upon showing and to the extent that said proprietary materials were not subject to disclosure under the provisions of the Texas Government Code or were not subject to the scope of the request submitted to the CUSTOMER. The amount of reasonable attorneys' fees shall be determined by a court in either the same or a separate action. Attorneys' fees awarded under the provisions of this paragraph shall be in addition to any other relief that may be awarded."

14. A new Section 32 is hereby added to the Agreement as follows:

"32. RESOLUTION OF CONTRACT DISPUTES. NAPA understands and agrees that all disputes between NAPA and CUSTOMER based upon an alleged violation of the terms of this Agreement by CUSTOMER shall be submitted to the CUSTOMER's City Manager for his/her resolution, prior to NAPA being entitled to seek judicial relief in connection therewith. In the event that the amount of compensation hereunder exceeds \$25,000.00, the City Manager's decision shall be approved or disapproved by City Council. NAPA shall not be entitled to seek judicial relief unless: (i) it has first received the City Manager's

written decision, approved by City Council if the amount of compensation hereunder exceeds \$25,000.00, or (ii) a period of thirty (30) days has expired, after submitting to the City Manager a detailed statement of the dispute, accompanied by all supporting documentation (sixty (60) days if the City Manager's decision is subject to City Council approval); or (iii) CUSTOMER has waived compliance with the procedure set forth in this section by written instruments, signed by the City Manager.”

15. A new Section 33 is hereby added to the Agreement as follows:

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

16. A new Section 34 is hereby added to the Agreement as follows:

“**34. AUDIT AND INSPECTION RIGHTS.**

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

(b) CUSTOMER may, at reasonable times during the term hereof, inspect NAPA's work and perform such tests, as CUSTOMER deems reasonably necessary, to determine whether the goods or services required to be provided by NAPA under this Agreement conform to the terms hereof. NAPA shall make available to CUSTOMER all reasonable access and assistance to facilitate the performance of tests or inspections by CUSTOMER representatives.”

17. **Conflict.** Except as hereby amended, the Agreement shall remain unchanged in full force and effect, and the Agreement remains enforceable against each of the parties and is hereby ratified and acknowledged by each of the parties. If there is any conflict between the terms and provisions of the Agreement and the terms and provisions of this Amendment, this Amendment shall control.

18. Counterparts. This Amendment may be executed in one or more counterparts and each counterpart shall, for all purposes, be deemed an original, but all such counterparts shall together constitute but one and the same instrument.

[Signatures Appear on Next Page]

IN WITNESS WHEREOF, the parties hereto cause their hands and seals to be affixed by their duly-authorized representatives effective as of the date and year first above written.

NAPA:

GENUINE PARTS COMPANY

By: _____

Name: .

Title:

CUSTOMER:

CITY OF SAN ANGELO

By: _____

Name:

Title:

Approved as to Form:

City Attorney

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Pete Madrid Jr., Operations, Water Reclamation

Meeting Date: April 1, 2025

Item type: Consent Item

Caption:

Consider awarding the sole source purchase of lift station pumps to Xylem Water Solutions USA, Inc. in the amount of \$53,602.32 and authorizing the City Manager to negotiate and execute all related documents (John Kaufman)

Staff Recommendation:

Approve

Summary/History:

A hydraulic analysis was conducted on the current condition of the Lakeside Ranch lift station. The findings indicated that there is a need to enhance the pumping capacity to manage the existing and anticipated wastewater flows.

Funding Source(s):

Fund:	Account:	Project Number:	Amount Budgeted:
270	270-5000-507.04-34		\$53,602.32

Financial Impact:

Funds have been allocated in the Fiscal Year 2025 Wastewater budget.

Other Information/Recommendation:

Attachments:

1. Quote # 2025-DAL-0132 Quote # 2025-DAL-0132.pdf
2. Xylem Water Solutions USA, Inc exp 10.18.2025 Xylem Water Solutions USA, Inc exp 10.18.2025.pdf

Presentation:

John Kaufman

Approvals/Reviews:

Pete Madrid Jr.

Created/Initiated

Pete Madrid Jr.	Approved
Shane Kelton	Approved
Brandon Dyson	Approved
Jeffrey Tomlinson	Approved
Tina Dierschke	Approved
Brandon Dyson	Approved
Heather Stastny	Final Approval



Xylem Water Solutions USA, Inc.

March 10, 2025

Flygt Products

CITY OF SAN ANGELO
WATER UTILITIES
72 W COLLEGE AVE
SAN ANGELO TX 76903

2310 McDaniel Drive
Carrollton, TX 75006

Tel (972) 418-2400

Quote # 2025-DAL-0132
Job Name: Lakeside Estates Pumps

Fax (972) 416-9570

Xylem Water Solutions USA, Inc. is pleased to provide a quote for the following Flygt equipment.

Pumps

Qty	Description	Unit Price	Extended Price
3	Flygt Model NP-3127.060 3" volute Submersible pump equipped with a 460 Volt / 3 phase / 60 Hz 11 HP 3550 RPM motor, 248 impeller, 1 x 50 Ft. length of SUBCAB 4G10+S(2x0,5) submersible cable, FLS leakage detector, volute is prepared for Flush Valve CONNECTION, DISCH 3X3" CI	\$ 16,333.68	\$ 49,001.04
2		\$ 1,050.64	\$ 2,101.28
Total Price			\$ 51,102.32
Total Discount %			8.00
Freight Charge			\$ 2,500.00
Total Price			\$ 53,602.32

Terms & Conditions

This order is subject to the Standard Terms and Conditions of Sale – Xylem Americas effective on the date the order is accepted which terms are available at <http://www.xyleminc.com/en-us/Pages/terms-conditions-of-sale.aspx> and incorporated herein by reference and made a part of the agreement between the parties.

Purchase Orders: Please make purchase orders out to: Xylem Water Solutions USA, Inc.

Freight Terms: 3 DAP - Delivered At Place 08 - Jobsite (per IncoTerms 2020)

See Freight Payment (Delivery Terms) below.

Taxes: State, local and other applicable taxes are not included in this quotation.

Back Charges: Buyer shall not make purchases nor shall Buyer incur any labor that would result in a back charge to Seller without prior written consent of an authorized employee of Seller.



Tariff Changes: The prices quoted herein are based on the current tariff rates, duties, government charges, and trade regulations as of the date of this quote. If any new tariffs, duties, taxes, or similar charges are imposed, or any existing tariffs, duties, or charges are increased or modified by any government or regulatory authority (collectively, "Tariff Changes"), and such Tariff Changes result in an increase in the cost of goods, Xylem reserves the right to adjust the pricing of the affected goods to reflect the increased costs.

Shortages: Xylem will not be responsible for apparent shipment shortages or damages incurred in shipment that are not reported within two weeks from delivery to the jobsite. Damages should be noted on the receiving slip and the truck driver advised of the damages. Please contact our office as soon as possible to report damages or shortages so that replacement items can be shipped and the appropriate claims made.

Time of Delivery: Approx. 10-12 working weeks after receipt of order.

Terms of Delivery: Prepaid

Validity: This Quote is valid for thirty (30) days.
Please note that this pricing is valid for 30 days and contingent upon final approval of submittals and release to fabrication by (within 90 days of bid date). This quotation is subject to change if any changes to the specifications or plans are made that alter the scope of supply.

Terms of Payment: 100% N30 after invoice date.
Xylem's payment shall not be dependent upon Purchaser being paid by any third party unless Owner denies payment due to reasons solely attributable to items related to the equipment being provided by FLYGT.

Warranty: Xylem Water Solutions USA, Inc. offers a commercial warranty to the original end purchaser against defects in workmanship and material.

Changes: This Quote is based on the current design criteria provided to Xylem Water Solutions USA, Inc. Revisions may result in price changes.

Exclusions: This Quote includes only the items listed specified above.

Thank you for the opportunity to provide this quotation. Please contact us if there are any questions.

Sincerely,



Matt Rottman
Sales Representative
Phone: 972-418-2400
Cell: 214-288-6621
matt.rottman@xylem.com
Fax: 972-416-9570



Xylem Water Solutions USA, Inc.

Flygt Products

Customer Acceptance

This order is subject to the Standard Terms and Conditions of Sale – Xylem Americas effective on the date the order is accepted which terms are available at <http://www.xyleminc.com/en-us/Pages/terms-conditions-of-sale.aspx> and incorporated herein by reference and made a part of the agreement between the parties.

A signed copy of this Quote is acceptable as a binding contract.

Purchase Orders: Please make purchase orders out to: Xylem Water Solutions USA, Inc.

Quote #: 2025-DAL-0132
Customer Name: CITY OF SAN ANGELO
Job Name: Lakeside Estates Pumps
Total Amount: **\$ 53,602.32**

Signature: _____

Name: _____
(PLEASE PRINT)

Company/Utility: _____

PO: _____

Address: _____

Date: _____

Phone: _____

Email: _____

Fax: _____

SOLE SOURCE AFFIDAVIT

CITY OF SAN ANGELO, TEXAS
PURCHASING DIVISION



Submit to sapurch@cosatx.us

Statement

Company Xylem Water Solutions USA, Inc.	Date (MM/DD/YYYY) 10/17/2024
Contact Person Matt Rottman	Phone 972-418-2400
Address (address/city/state/zip) 2310 McDaniel Dr. Carrollton, TX 75068	

Before me, the undersigned official, on this day, appeared, _____, a person known to me to be the person whose signature appears below; who after being duly sworn under his/her oath depose and said:

1. My name is Matthew Rottman; I am over the age of 18, have never been convicted of a felony and am competent to make this affidavit.
2. I am an authorized representative of the following company or firm: Xylem Water Solutions USA, Inc
3. The above-named company or firm is the sole source of the following items and there are no other items available in the marketplace that have the same fit, form, and function of the items listed below:
Flygt Pumps, mixers, service, and repair parts
4. To comply with the State of Texas definition of a sole source provider (Section 252.022, Subchapter A of the Local Governmental Code 7), the vendor must indicate below which of the following requirements they satisfy:
 - ☐ An item for which competition is precluded because of the existence of a patent, copyright, secret process, or monopoly;
 - ☐ A film, manuscript, or book;
 - ☒ A captive replacement part or component for equipment.
5. There is/are no other like item(s) or product(s) available for purchase that would serve the same purpose or function and there is only one price for the above named item(s) or products(s) because of exclusive distribution or marketing rights. **A vendor who markets a product through distributors, or more than one outlet, is not a sole source provider because the products are available from more than one source.**

Signature of Authorized Official

Sales Representative

Title of Authorized Official

Notary

SUBSCRIBED AND SWORN to before me on this <u>17</u> day of <u>October</u> , 20 <u>24</u> .	
	Notary Public Signature
	Print Name <u>Michele J. Wright</u>
	My Commission Expires <u>July 14, 2027</u>

For Purchasing
Use Only

☒ The City approves this form effective for one (1) year.
Expires _____

CD
Initials _____

10/18/2025

[v020221]

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Patrick Brody, Fire Chief, Fire Department

Meeting Date: April 1, 2025

Item type: Consent Item

Caption:

Consider awarding sole source purchase of two Zodiac Texas Task Force Rescue Boat packages from Triad Marine and Industrial Supply for the amount of \$63,753 and authorizing the City Manager to negotiate and execute all related documents (Patrick Brody)

Staff Recommendation:

Approve

Summary/History:

The Fire Department is requesting authorization to purchase two Zodiac Texas Task Force Rescue Boat packages from Triad Marine and Industrial Supply for the amount of \$63,753.00 authorizing the City Manager to negotiate and execute all related documents. These two rescue boats will be used for the new Fire Department Swift Water Rescue team. The vendor for this purchase is a sole-source vendor and the affidavit is attached. The funds for this purchase are available in account 103-9015-422.05-65.

Funding Source(s):

Fund:	Account:	Project Number:	Amount Budgeted:
Intergovernmental	103-9015-422.05-65		\$63,753.00

Financial Impact:

Other Information/Recommendation:

Attachments:

- | | |
|---|--|
| 1. VA_20250223_0002 | VA_20250223_0002.pdf |
| 2. City of San Angelo 2 TF1 packs Patrick Brody | City of San Angelo 2 TF1 packs Patrick Brody.pdf |
| 3. Sole Source Letter-justin-08.24.23-12.31.25 | Sole Source Letter-justin-08.24.23-12.31.25.pdf |

Presentation:

Patrick Brody

Approvals/Reviews:

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

**CITY OF SAN ANGELO****PURCHASING DIVISION**

72 West College Avenue, San Angelo, Texas 76903
Tel: (325) 657-4219

SOLE SOURCE AFFIDAVIT

Before me, the undersigned official, on this day, appeared, John M Goforth,
a person known to me to be the person whose signature appears below; who after being duly sworn under
his/her oath deposed and said:

1. My name is John M Goforth; I am over the age of 18, have never been
convicted of a felony and am competent to make this affidavit.

2. I am an authorized representative of the following company or firm: Triad Marine & Industrial Supply Inc.

3. The above named company or firm is the sole source of the following items and there are no other items
available in the marketplace that have the same fit, form, and function of the items listed below:

Zodiac FC420 Texas Task Force Package

4. To comply with the State of Texas definition of a sole source provider (Section 252.022, Subchapter A of the
Local Governmental Code 7), the vendor must indicate below which of the following requirements they satisfy:

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

5. There is/are no other like item(s) or product(s) available for purchase that would serve the same purpose or
function and there is only one price for the above named item(s) or products(s) because of exclusive
distribution or marketing rights. A vendor who markets a product through distributors, or more than one
outlet, is not a sole source provider because the products are available from more than one source.

COMPANY: Triad Marine & Industrial Supply, Inc.

ADDRESS: 1155 FM 518 Rd. Kemah, Texas 77565

PHONE: 281-334-0815

CONTACT PERSON: Mike Goforth

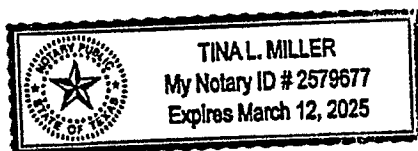
President

Title of Authorized Official

Signature of Authorized Official

SUBSCRIBED AND SWORN to before me on this 21 day of February, 2025.

(seal)



Notary Public

Tina L. Miller

Print Name

03-12-2029

My Commission Expires

The City approves this form effective for one (1) year from _____ to _____.
Purchaser's Initials: _____.



Triad Marine & Industrial Supply, Inc.
 1155 FM 518
 Kemah, Texas 77565
 T: 281-334-0815
 F: 281-334-0041
 Email: tmiller@triadmarine.com

Date: 2/18/2025
 Quote: ar021825-001
 Pages 1

QUOTE

Customer Info / Mailing Address				Ship To, if different			
Name	City of San Angelo			Name			
Address	Attn: Patrick Brody			Address			
Address				Address			
Address				Address			
City	State	Zip		City	State	Zip	
Phone				Phone			
Fax							
Email	patrick.brody@cosatx.us						

TX-TF1 PACKAGE*

PART NUMBER	Notes	UNIT OF ISSUE	QTY	DESCRIPTION	UNIT PRICE	EXT. PRICE
Z80902	*price with complet TX-TF1	Each	2	Zodiac FC 420 LSRF	\$ 20,675.00	\$ 41,350.00
MFS30DL		Each	2	Tohatsu MFS30DL, manual start, tiller	\$ 4,475.00	\$ 8,950.00
				steer, manual start w/hose & fitting		\$ -
			2	6 Gallon EPA Approved Fuel Tank	\$ 165.00	\$ 330.00
		Each	2	Motor Support	\$ 75.00	\$ 150.00
		Set	2	Prianah Prop Kit, 3 Blade Prop w/3 xtra	\$ 189.00	\$ 378.00
				blades, prop wrench and gear bag		\$ -
		Each	2	Galvanized Trailer, Custom Set for	\$ 3,450.00	\$ 6,900.00
				Zodiac Boat, Complete with		\$ -
				Bull horn winch stop, guides w/ led		\$ -
				Lights, spare tire w/ mount, and tongue		\$ -
				Jack, 2" bulldog receiver.		\$ -
		Each	2	Aluminum Trialer Tongue Box w/ Frame	\$ 595.00	\$ 1,190.00
		Each	2	Bow winch strap, complete w/shackles	\$ 180.00	\$ 360.00
		Set	2	Ratchet Tie Down Straps, set of 3	\$ 65.00	\$ 130.00
		Set	2	Lettering Plaque attached to boat	\$ 395.00	\$ 790.00
				black hypalon w/white reflective letterin		\$ -
				pricing is for 20 characters or less		\$ -
		Hour	10	Labor	\$ 155.00	\$ 1,550.00
		Set	2	Foam Matting Installed on Aluminum	\$ 425.00	\$ 425.00
				Floorboards-Gray,		
					Total	\$ 62,503.00
					Sales Tax	
					Registration	
					**Freight	\$ 1,250.00
					Grand Total	\$ 63,753.00

Approval to process as an order

Signature _____ Date _____

PO # _____

FOB: Factory Ship Point

Delivery: Dependant on Stock at Time of Order

Terms: Net 30 w/Government PO

Pricing: 30 Days*

****Incoming Freight to Triad Marine. Customer to pickup at Triad**

Notes: ETA on boats is late December to mid-January, subject to prior sales.

If you have any questions regarding this quote, please contact Tina Miller @ 281-334-0815 or tmiller@triadmarine.com

*Pricing Subject to Change Without Notice



August 24, 2023

Subject: Authorized Zodiac Milpro Dealer from Zodiac of North America

To Whom it May Concern:

This letter is to inform you that Zodiac MilPro recognizes Triad Marine & Industrial Supply as the only contracted and authorized Military and Professional Dealer and Service Facility for the State of Texas and Arkansas. Triad Marine is a dealer with more than 30 years' experience and is amongst the most highly qualified in all of the United States.

Triad Marine is located at 1155, FM 518, Kemah, TX 77565, 281-334-0815.

All inquiries for purchase, warranty and service from customers with in Texas and Arkansas will be processed through Triad Marine. Zodiac MilPro does not process any orders directly from these markets and will send all purchase orders for sales, training, service or warranty exclusively to Triad Marine.

We appreciate your attention to our products and we look forward to your continued support. Should you require any additional information please feel free to contact us.

This letter is currently effective until December 31, 2025.

Regards,
Justin R. Antolini
Commercial Sales Director
Zodiac of North America
540 Thompson Creek Road
Stevensville, MD 21666

ZODIAC OF NORTH AMERICA

540 Thompson Creek Rd
Stevensville, MD 21666

Phone: +1 410 643 4141
Fax: +1 410 604 0161

www.zodiacmilpro.com

info.milpro@zodiacmilpro.com

GSA Contract No. GS-07F-0298V

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Craig Thomason, Assistant Chief / Support Services, Police

Meeting Date: April 1, 2025

Item type: Consent Item

Caption:

Consider approving the sale of obsolete surplus ammunition and authorizing the Chief of Police to negotiate and execute all related documents (Travis Griffith)

Staff Recommendation:

Approve

Summary/History:

As of October 2025, the San Angelo Police Department will transition to exclusively carrying handguns chambered in 9mm. Over time, the department has accumulated a surplus of ammunition in calibers that will soon become obsolete, including 10mm, .40, and .45.

To address this surplus and replenish our stock of 9mm ammunition, a bidding process (see attached memorandum) was conducted for both the purchase of new 9mm rounds and the sale/trade of obsolete ammunition. GT Distributors, a reputable law enforcement supplier in Texas, has submitted a proposal to purchase the surplus ammunition at fair market value for \$12,665.00. This transaction would offset the cost of a new 9mm ammunition order, reducing the total purchase amount from \$18,807.50 to \$6,142.50.

Per Chapter 7.3 of the Purchasing Policy and Procedures Manual, City Council approval is required for the sale of department-owned surplus (ammunition). We respectfully request approval for this sale and authorization for the Chief of Police to negotiate and execute all related documents to finalize the transaction.

Funding Source(s):

Financial Impact:

Trading in the surplus ammunition saves the department \$12,665 in ammunition costs.

Other Information/Recommendation:

Per Chapter 7.3 of the Purchasing Policy and Procedures Manual, City Council approval is required for the sale of department-owned surplus (ammunition). We respectfully request approval for this sale and authorization for the Chief of Police to negotiate and execute all related documents to finalize the transaction.

Attachments:

1. Ammunition Memorandum

Ammunition Memorandum.docx

Presentation:

Travis Griffith

Approvals/Reviews:

Craig Thomason

Travis Griffith

Brandon Dyson

Jeffrey Tomlinson

Tina Dierschke

Brandon Dyson

Heather Stastny

Created/Initiated

Approved

Approved

Approved

Approved

Approved

Final Approval

Memorandum



Date: 3/12/2025
To: AC Thomason
From: Sgt. B. Wike
Re: Ammunition Purchase Request

I emailed out a bid request to five different companies on March 3, 2025. I received three quotes from the five. A part of this bid was attempting to trade in ammunition that we no longer use, ie. .40 S&W, 10mm, and .45 ACP. We have duty and practice ammunition of all those calibers. I suggest we purchase from GT Distributors as they submitted the lowest quote of \$18,807.50. They were also the only of the five who would accept all the ammunition we have to trade for a total of \$12,665. With the trade in ammunition, our out of pocket cost would be \$6142.50. We would be able to transport the trade in ammunition to them as they are the only Texas company.

The next in line bid was Kiesler Police Supply in Indiana. Their bid was \$19,573.50. They would only accept some of our ammunition (Federal brand) as they only sell Federal ammunition. Trade in was only \$9966 leaving us with ammunition that we do not use, and an out of pocket cost of \$9607.50.

The final bid was Precision Delta in Mississippi. Their total bid was \$22,980.25. They would not take any of the ammunition in trade.

I suggest we consider that the ammunition we have on hand has already been purchased. It was not used because we switched to 9 mm. Had we used it, there would be no value to the property. The city has no "claim" on the property other than trained officers. The city will still get trained officers if we get to trade the ammunition in for the caliber that we do use. In other words, the funds had already been allocated to ammunition. This is just a way to change to the caliber we can use.

The bid from GT Distributors is valid for 30 days from 3/10/25. I suggest we make the purchase in that time frame, not so much that we need the ammunition immediately, but that we can capitalize on the offer to purchase our old ammunition.

Sgt. B. Wike 9597

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Justin Fletcher, Airport Director, Airport

Meeting Date: April 1, 2025

Item type: Consent Item

Caption:

Consider authorizing the City Manager to execute a Reimbursable Agreement (AJW-FN-CSA-22-SW-005226-A1) between the FAA and the City of San Angelo in the amount of \$98,215.66 for the FAA to provide construction oversight during the South Taxilane Project (Justin Fletcher)

Staff Recommendation:

Approve

Summary/History:

During the construction of the south taxilane there are multiple utilities that will be placed underground. There is an FAA communications line between the Air Traffic Control Tower and Surveillance Radar that must be relocated into a new duct bank during the construction project. This reimbursable agreement in the amount of \$98,215.66 allows the City of San Angelo to reimburse FAA personnel for oversight of the project and to coordinate outages associated with moving the communication line. The \$98,215.66 is reimbursable to the City of San Angelo through the AIP program at a 95/5 split. The \$98,215.66 must be paid up front in order for the FAA to schedule their personnel and equipment.

Funding Source(s):

Fund:	Account:	Project Number:	Amount Budgeted:
	530-3947-800.07-30		\$98,215.66

Financial Impact:

Other Information/Recommendation:

Attachments:

1. 22-SW-005226-A1_Final Draft_2.27.25 (3) (002) 22-SW-005226-A1_Final Draft_2.27.25 (3) (002).docx

Presentation:

Justin Fletcher

Approvals/Reviews:

Justin Fletcher
Jeremy Valgardson
Brandon Dyson
Jeffrey Tomlinson
Tina Dierschke
Brandon Dyson
Heather Stastny

Created/Initiated
Approved
Approved
Approved
Approved
Approved
Final Approval

NON-FEDERAL REIMBURSABLE AGREEMENT

BETWEEN

**DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION**

AND

**CITY OF SAN ANGELO
SAN ANGELO REGIONAL AIRPORT/MATHIS FIELD
SAN ANGELO, TEXAS**

AMENDMENT

ARTICLE 10. Changes and Amendments

Modification (Amendment) of Reimbursable Agreement Number AJW-FN-CSA-22-SW-005226 (the Agreement) requires that changes to the Agreement shall be made by an appropriate written modification and that any modification to the Agreement shall be executed in writing and signed by the authorized representative of each party.

The Federal Aviation Administration (FAA) Air Traffic Organization, Central Service Area, and the City of San Angelo (Sponsor) mutually concur that the original Agreement should be modified by revising and/or modifying Article 3, 4 and 7 of the Agreement, specifically as set forth below. Other than the modifications to the Agreement more specifically set forth below, it is the intent of the parties that the language in the original Agreement remains unchanged.

This modification is to include additional scope of work with additional funds for this scope change. Therefore, the FAA and the Sponsor mutually concur that the cost estimate for Agreement AJW-FN-CSA-22-SW-005226 shall be amended as AJW-FN-CSA-22-SW-005226-A1 with the following amended Articles:

Changes To:

ARTICLE 3. Scope

B. The FAA will perform the following activities:

13. Provide technical assistance to the Sponsor to enable the Sponsor to meet applicable FAA rules, regulations, orders, requirements, standards, and specifications during the construction phases of the project.
14. Locate and physically mark all FAA power and control cables in the area affected by the Sponsor's construction. Any excavation required for cable location confirmation will be executed by the Sponsor with FAA oversight.
15. Provide Resident Engineer (RE) oversight for the Sponsor's project impacting FAA facilities and buried cables, advise Sponsor regarding FAA requirements,

and inspect infrastructure being accepted by the FAA. No work will be accepted unless performed under the oversight of the FAA RE. It is the RE's responsibility to protect the FAA's interests during the construction phases of the project which impact the FAA facilities, systems, equipment, and their infrastructure. In furtherance of his/her responsibilities, the FAA RE will:

- a. Be the FAA's primary point of contact for the Sponsor during the project to ensure that all necessary information is coordinated with the appropriate FAA parties.
- b. Ensure all reasonable efforts are made to minimize the impact to the FAA operations and existing facilities.
- c. Notify the Sponsor and FAA personnel about any observed discrepancy and document significant discrepancies between the approved design plans and specifications and the actual work performed.
- d. Notify the Sponsor of any failure of the work or materials to conform to the contract, the design plans and specifications, drawings, and any delays in the schedule.
- e. Keep a construction diary and weekly status reports on the FAA facilities, systems, and equipment affected by the project.
- f. Assist the Sponsor in ensuring compliance with all the FAA rules, regulations, orders, standards, requirements, and agreements.
- g. Witness key events in the project such as, but not limited to, the placement of rebar and pouring of concrete, the splicing, connecting, and testing of all the FAA field cables, and the exothermic welding of grounding, bonding, and lightning protection connections.
- h. The presence of the FAA RE does not relieve the Sponsor from complying with the agreed to design, including compliance with all applicable FAA rules, regulations, orders, standards, requirements, and agreements.

The RE does NOT have authority to:

- a. Revoke, alter, or waive any requirement of the design plans and specifications, drawings, or the construction contract let by the Sponsor.
- b. Act as the contractor's foreman or perform any other duties for the contractor.
- c. Enter into or take part in any labor dispute between the Sponsor and its construction contractor.
- d. Participate in, settle, or otherwise decide contractual matters in dispute between the Sponsor and its construction contractor.

16. A Technical Onsite Representative (TOR) will be available as necessary and available per Agency guidelines during the installation, testing, and checkout

activities of the project to inspect the installation and observe the establishment of FAA facilities in observance of FAA Orders and specifications.

17. Facilitate coordination and Provide access for impacted FAA facilities.
18. Execute the following activities for the listed FAA facility(ies) and geographic area(s):
 - a. Provide construction oversight, inspection and technical support for the removal and replacement of a portion of FAA communication cabling and ductbank as shown on the engineering plans supporting the FAA's Remote Transmitter/Receiver (RTR) site.

C. The Sponsor will perform the following activities:

23. Provide funding sufficient to cover costs associated with the applicable phase of this agreement no later than 30 days prior to commencement or sufficient lead time to support contracting activities, whichever is greater.
24. Support Engineering Services availability by not seeking engineering design review support before this Agreement is funded. Should the Sponsor decide to accelerate the schedule ahead of agreed upon dates, Technical Operations technicians and engineers may not be available to support. Thus, this Agreement would have to be canceled, or amended if Tech Ops staff is available to support an accelerated timeline.
25. The sponsor's responsibilities will be:
 - a. Locate existing ductbank using Ground Penetrating Radar (GPR) method.
 - b. Locate existing infrastructure and cables in the immediate area using Grand Penetrating Radar (GPR).
 - c. Protect all existing underground infrastructure including cables and ductbank;
 - d. No excavation is permitted without the presence of an RE,
 - e. Excavation of new FAA infrastructure shall be done via hydro-excavation methods.
 - f. Construct new duct bank in accordance with FAA Orders.
 - g. Provide and install new communication cabling.
 - h. Test cables per FAA standards.
 - i. Test concrete for concrete encased ducts per FAA standards
 - j. In the case of a cut cable, the Sponsor will replace the damaged cable between termination points. The FAA will participate in a joint inspection of the repaired cable in each hand-hole/manhole for proper racking and tags, as well as grounding and terminations. No splicing of cables is allowed except at existing splice locations. For existing splice locations shown on the plans, complete all new splices with the oversight of FAA Resident Engineer. Ensure a

splice kit is available and onsite while working around FAA cabling as outlined in FAA-C-1391 (series).

- k. Dispose and remove the existing cable section once replaced.
 - l. Work with locals to ensure all impacted systems are running correctly.
26. Provide the following detailed schedules:
- a. Construction – The sponsor will provide a detailed schedule of all construction activities involving FAA impacts no later than 60 calendar days prior to commencing construction. The activities will be delineated by location and phases of construction. Construction requiring FAA oversight shall be phased in such a manner that there are no gaps, which would require multiple return trips. If such gaps are necessary, the FAA reserves the right to renegotiate the agreement.
 - b. Work Schedule – The sponsor will provide a detailed schedule that includes the number of crews, their location and the number of shifts that will be utilized no later than 60 calendar days prior to construction. Update schedule bi-weekly or as soon as changes occur.
27. Facilitate, document, and mitigate issues identified by the FAA in a timely manner in an effort to align with scheduling of FAA or its contracted onsite presence.
28. Verify marked FAA power and control cables by hand digging, or hydro excavation, at multiple locations in the construction zone to establish the depth and routing of FAA cables. Replace FAA power and control cables for FAA facilities, systems, and equipment impacted by the project activities in accordance with applicable FAA rules, regulations, orders, requirements, and standards.
29. In the case of a cut cable, the sponsor will replace the damaged cable between termination points. The FAA will participate in a joint inspection of the repaired cable in each hand-hole/manhole for proper racking and tags, as well as grounding and terminations.
30. Provide copies of all critical shop drawings, as required.
31. Provide all appropriate documentation on make/model numbers and manuals on all systems installed as required.
32. Notify and coordinate with the FAA all requests to shut down any FAA navigation facilities, systems, or equipment no-less-than 45 days prior (preferably 60 days) to the start of construction. A construction schedule must accompany any request for the shutdown of any FAA navigation facility, system, or equipment. There may be times when a request for shutdown of a facility will not be granted due to air traffic operations. A request to shut down a specific FAA navigation facility, system, or equipment is not automatically associated with the shutdown of any other runway, threshold displacement, or pavement or grading work.

Note: No construction work shall be performed during FAA maintenance moratorium periods, which will be provided by FAA.

33. Notify the Article 4. Technical POC(s) at least 60 calendar days in advance of when FAA construction oversight services are required. An RE will be required when any construction associated with or on FAA facilities, systems, or equipment or the infrastructure associated with the foregoing takes place. The presence or absence of an FAA RE does not relieve the Sponsor or its contractor from any requirement contained in this Agreement, nor is the RE authorized to change any term or condition of the Agreement without the FAA Contracting Officer's written authorization. **No work will be accepted unless performed under the oversight of the FAA RE.**
34. For any items corrected by the Sponsor's contractor, the Sponsor will be responsible for payment to the contractor.
35. For any items completed by the FAA, the Sponsor will pay the FAA in advance.
36. Provide the FAA unencumbered access to all site areas impacting FAA facilities.
37. Per FAA Advisory Circular 150/5370-12B, the Sponsor must provide and maintain competent technical supervision at the construction site throughout the project to ensure the work conforms to the plans, specifications, and schedules approved by the FAA for the project. Refer to AIP grant Assurance No. 17, Construction Inspection and Approval. The sponsor must provide adequate construction quality assurance inspection for all stages of work. This includes adequate documentation of the quality assurance results and reporting on the contractor's work progress. All work is subject to FAA inspection at all places and at all reasonable times before acceptance.
38. Ensure that no other activities or projects at the Airport, scheduled or otherwise, interfere with the FAA's acceptance testing or other scheduled activities.
39. Participate in any and all Contractor Acceptance Inspection(s) (CAI) and Joint Acceptance Inspections (JAI) of all FAA impacted facilities at the end of construction for the purpose of identifying any deficiencies or corrections required, otherwise noted as exceptions. The FAA will conduct a JAI prior to the commissioning and return-to-service of any FAA system. Exceptions noted will be remedied by the sponsor no later than 60 calendar days after the CAI/JAI. If exceptions are not corrected within 60 calendar days of the CAI/JAI, the FAA will clear the remaining exceptions and charge the cost to the sponsor through the reimbursable agreement. All exceptions must be cleared or otherwise resolved before the agreement can be closed out.
40. Provide to the FAA at the time of the CAI, all warranty information and documentation for all FAA facilities, systems, and infrastructure on work done by the Sponsor's contractor, including material and equipment provided, and cable and grounding/ lightning protection system testing.
41. Provide the FAA three (3) sets of ANSI size "D" of "As-Built" drawings of the construction phase in hard copy format and one set in electronic file, using AutoCAD format. The electronic file shall include all the accompanying library files needed to generate a complete set of drawings. If the Sponsor does not

provide the “As-Built” drawings within 60 days of completion of the project, as required by this Agreement, the FAA will complete the “As-Built” drawings and bill the Sponsor. The As-Built drawings must show what was actually built, not just the proposed construction.

ARTICLE 4. Points of Contact

A. FAA:

1. The FAA Central Service Area, Planning and Requirements will provide administrative oversight of this Agreement. Kim Brockman is the Lead Planner and liaison with the Sponsor and can be reached at (817) 222-4825 or via email at Kim.Brockman@faa.gov. This liaison is not authorized to make any commitment, or otherwise obligate the FAA, or authorize any changes which affect the estimated cost, period of performance, or other terms and conditions of this Agreement.

B. Sponsor:

City of San Angelo
Attn: Justin Fletcher, Airport Director
72 West College
San Angelo, TX 76903
(325) 659-6409
Justin.Fletcher@cosatx.us

ARTICLE 7. Estimated Costs

The estimated FAA costs associated with this Agreement are as follows:

DESCRIPTION OF REIMBURSABLE ITEM	ESTIMATED COST
Labor	
Engineering Support	\$ 40,114.80
Labor Subtotal	\$ 40,114.80
Labor Overhead	\$ 7,974.82
Total Labor	\$ 48,089.62
Non-Labor	
Engineering Travel	\$ 13,663.00
Non-Labor Subtotal	\$ 13,663.00
Non-Labor Overhead	\$ 1,093.04
Total Non-Labor	\$ 14,756.04

TOTAL ESTIMATED COST	\$ 62,845.66
-----------------------------	---------------------

AJW-FN-CSA-22-SW-005226 Total Original Cost	\$ 35,370.00
AJW-FN-CSA-22-SW-005226-A1 Total Amendment Cost	\$ 62,845.66
TOTAL ESTIMATED COST	\$ 98,215.66

AGREED:

**FEDERAL AVIATION
ADMINISTRATION**

SIGNATURE _____
NAME Brad K. Logan
TITLE Contracting Officer
DATE _____

CITY OF SAN ANGELO

SIGNATURE DO
NAME NOT
TITLE SIGN
DATE _____

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Heather Stastny, City Clerk, COSADC

Meeting Date: April 1, 2025

Item type: Consent Item

Caption:

Consider action regarding the following:

1. Pursuant to Texas Local Government Code Section 272.001(b)(4), authorizing the sale of approximately 251.874 +/- acres of land out of the Sarah R. Robertson Survey 178, Abstract 8474 to the City of San Angelo Development Corporation (COSADC) at a sales price of \$1,400,000 plus closing costs and authorizing the City Manager to negotiate and execute all related documents;
2. Ratifying a COSADC Resolution for a project to expand the existing South Plains Lamesa Railroad Ltd (SPLRR) rail park related to COSADC's purchase from the City and subsequent conveyance of approximately 251.874 +/- acres out of the Sarah R. Robertson, Survey 178, Abstract 8474, to Wisener Holdings, LLC dba SPLRR for cash at closing in the amount of \$1,000,000, with the remainder of \$400,000 subject to repayment pursuant to the terms of an economic development performance agreement; a project authorized under Chapters 501 & 505 of the Texas Development Corporation Act (Michael Dane)

Staff Recommendation:

Approve

Summary/History:

Wisener Holdings, LLC dba South Plains Lamesa Railroad, owners of the existing SPLRR rail yard, have expressed an interest in expanding their existing rail yard, and have approached COSADC for assistance in facilitating that expansion. The City owns property located immediately east of and adjacent to the existing SPLRR rail yard (see location map attached). The COSADC Board, at their meeting on March 26, 2025 approved a project to purchase a portion of the City property and in turn convey it to SPLRR by means of an economic development agreement. This will enable SPLRR to expand and diversify its current operation and allow for the potential development of a rail served industrial park. The process will require COSADC to purchase the land from the City and then sell it to SPLRR. The purchase price from the City will be the approximate appraised value of \$1,400,000 plus closing costs. The sale price to SPLRR will be \$1,400,000 plus closing costs. The terms of the sale to SPLRR will be \$1,000,000 cash at closing and COSADC will carry a loan for \$400,000 payable over 5 years at \$80,000 per year. Loan payments will be offset at a rate of 50% for capital investment in infrastructure improvements to the property. An Economic Development Performance Agreement will be required between COSADC and SPLRR,. The exact acreage of the transaction will be determined by a survey on the ground. COSADC also directed that the economic development agreement require that only rail and rail related capital improvements will be credited to loan repayment and that the property be used solely as a rail facility or rail served industrial park for a minimum of 10 years.

Funding Source(s):

Financial Impact:

\$1,400,000 plus closing costs will be brought back with a budget amendment to a future meeting. Note: \$1,000,000 in revenue to be received at closing. Net cost is \$400,000 plus closing costs.

Other Information/Recommendation:**Attachments:**

- | | | |
|----|----------------|--------------------|
| 1. | Location Map | Location Map.pdf |
| 2. | Concept Layout | Concept Layout.pdf |

Presentation:

Michael Dane

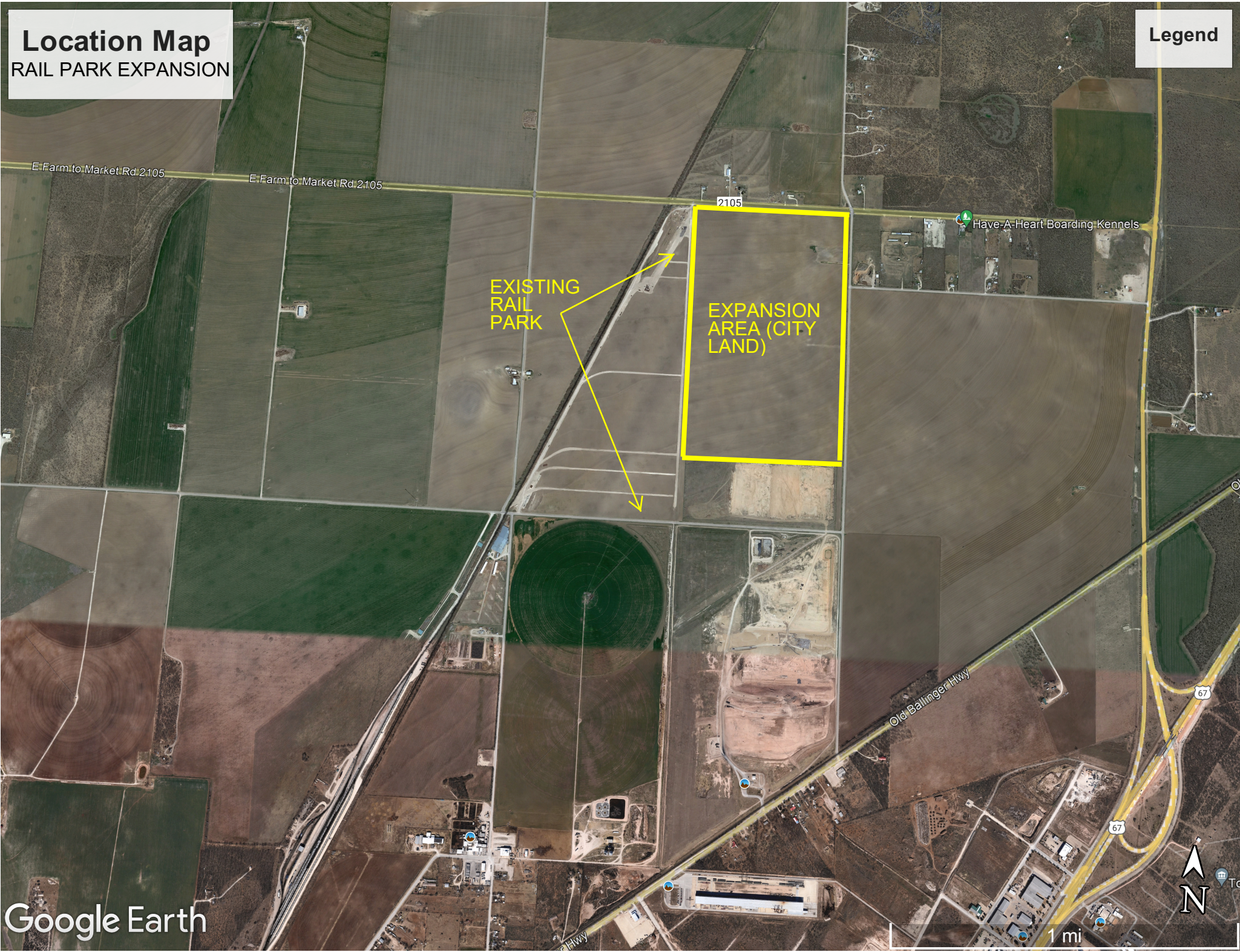
Approvals/Reviews:

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

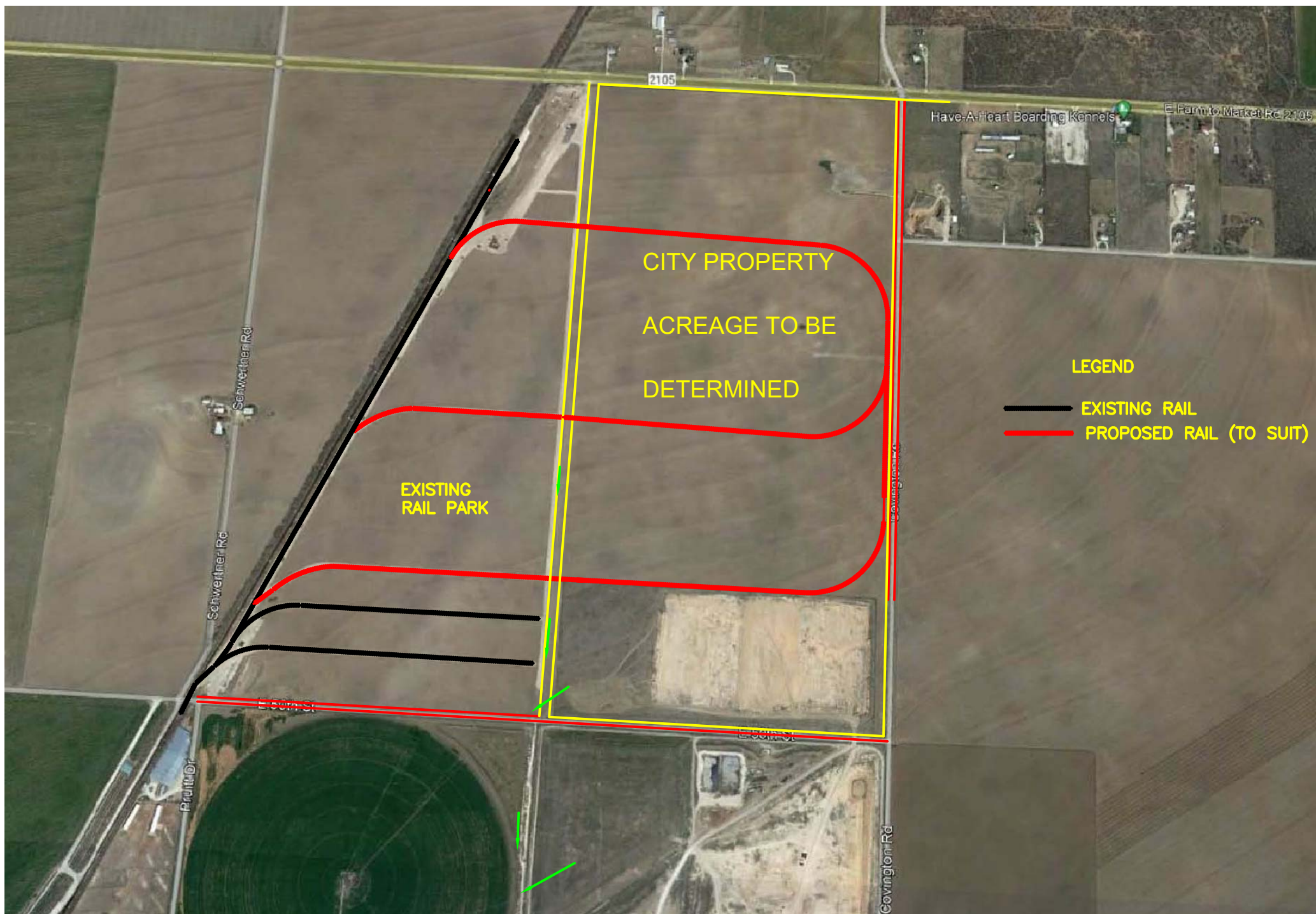
Location Map

RAIL PARK EXPANSION

Legend



CONCEPTUAL LAYOUT



REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Robert Schneeman, COSADC

Meeting Date: April 1, 2025

Item type: Consent Item

Caption:

Consider ratifying COSADC's authorization for the Board President to accept the offer to purchase approximately 8.786 acres of land at the Industrial Park from Big Country Equipment Holdings, LLC at the original purchase price pursuant to the option to repurchase in the deed restrictions, plus standard closing costs, and to execute all necessary documents (Michael Dane)

Staff Recommendation:

Approve

Summary/History:

Big Country Equipment Holdings, LLC (Buyer) purchased an 8.786 acre parcel of land from COSADC in Phase 2 of the Business & Industrial Park at a price of \$45,000 per acre or \$395,370 plus closing costs. Subsequent to closing on the property and pursuing engineering plans and permits, the Buyer determined that the property was not suitable for their needs based on a variety of factors. As a result, on March 4, 2025 Buyer notified COSADC in writing that they wish to exercise their right under the deed restrictions to offer the property for sale of the property back to COSADC at the original sales price plus customary closing costs. The subject property is located adjacent to the Hwy 67 Frontage Road. This item was presented to and approved by the COSADC Board of Directors at their meeting on March 26, 2025.

Funding Source(s):

Financial Impact:

\$395,370 out of Future Projects to a new account. Budget amendment required.

Other Information/Recommendation:

Attachments:

1. Lot Exhibit Lot Exhibit.pdf

Presentation:

Approvals/Reviews:

Heather Stastny
Robert Schneeman
Michael Dane
Tina Dierschke
Brandon Dyson
Heather Stastny

Created/Initiated
Approved
Approved
Approved
Approved
Final Approval

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Aaron Vannoy, Director, Planning and Development Services

Meeting Date: April 1, 2025

Item type: Consent Item

Caption:

Second reading of an ordinance 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. (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 - minimum 20' gate and caliche rd to meet standards. To be completed by October 31, 2025
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 updated | PD24-07 4673 Christoval Rd - Ordinance updated.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

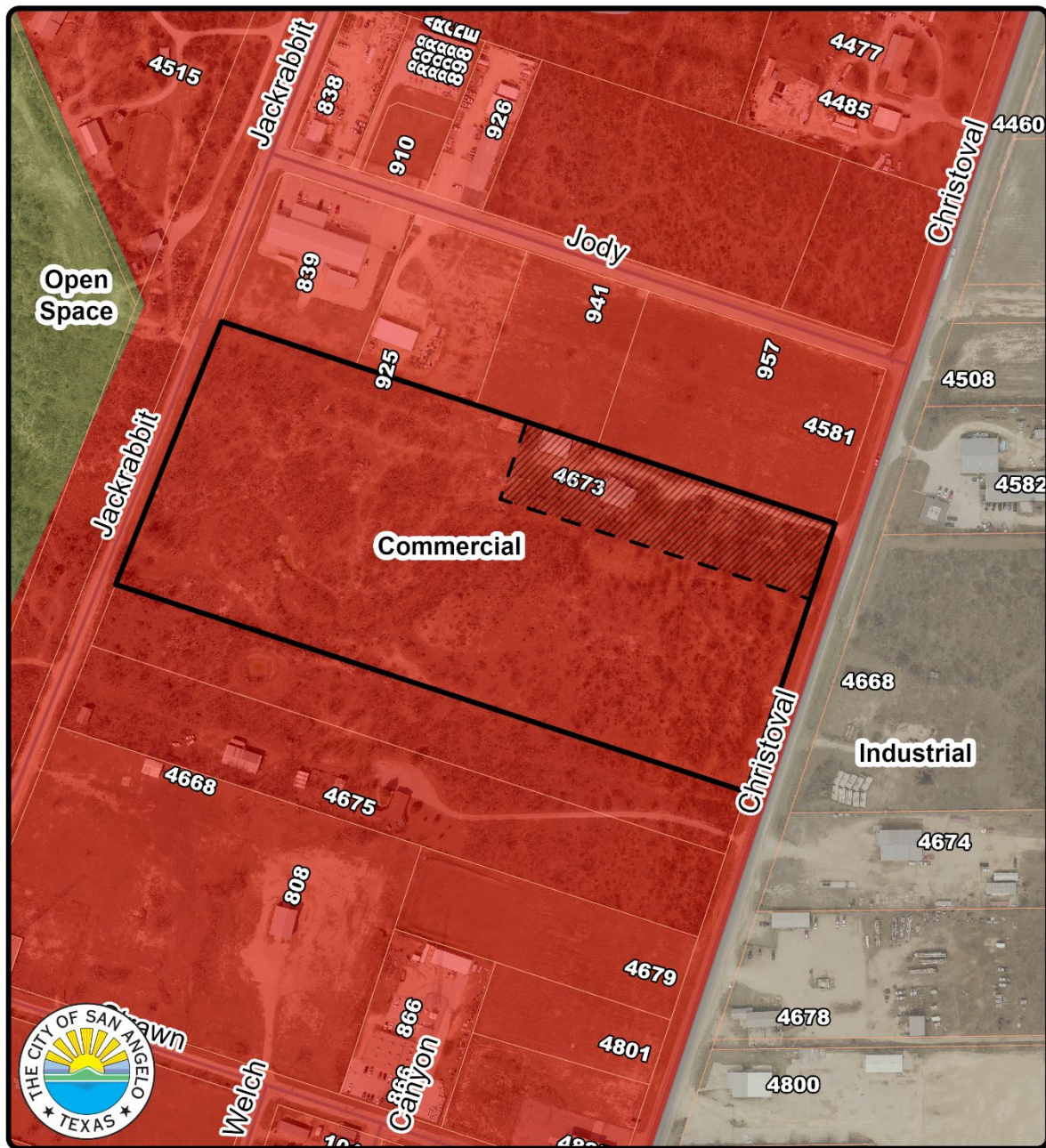
Neighborhood: Glenmore

Area of Zone Change: 

Subject Property: 

Scale: 0 0.02 0.04 0.07 0.11 0.14 Miles





Vision Plan

PD24-07: 4673 Christoval Road

Council District: #1 Tommy Hiebert

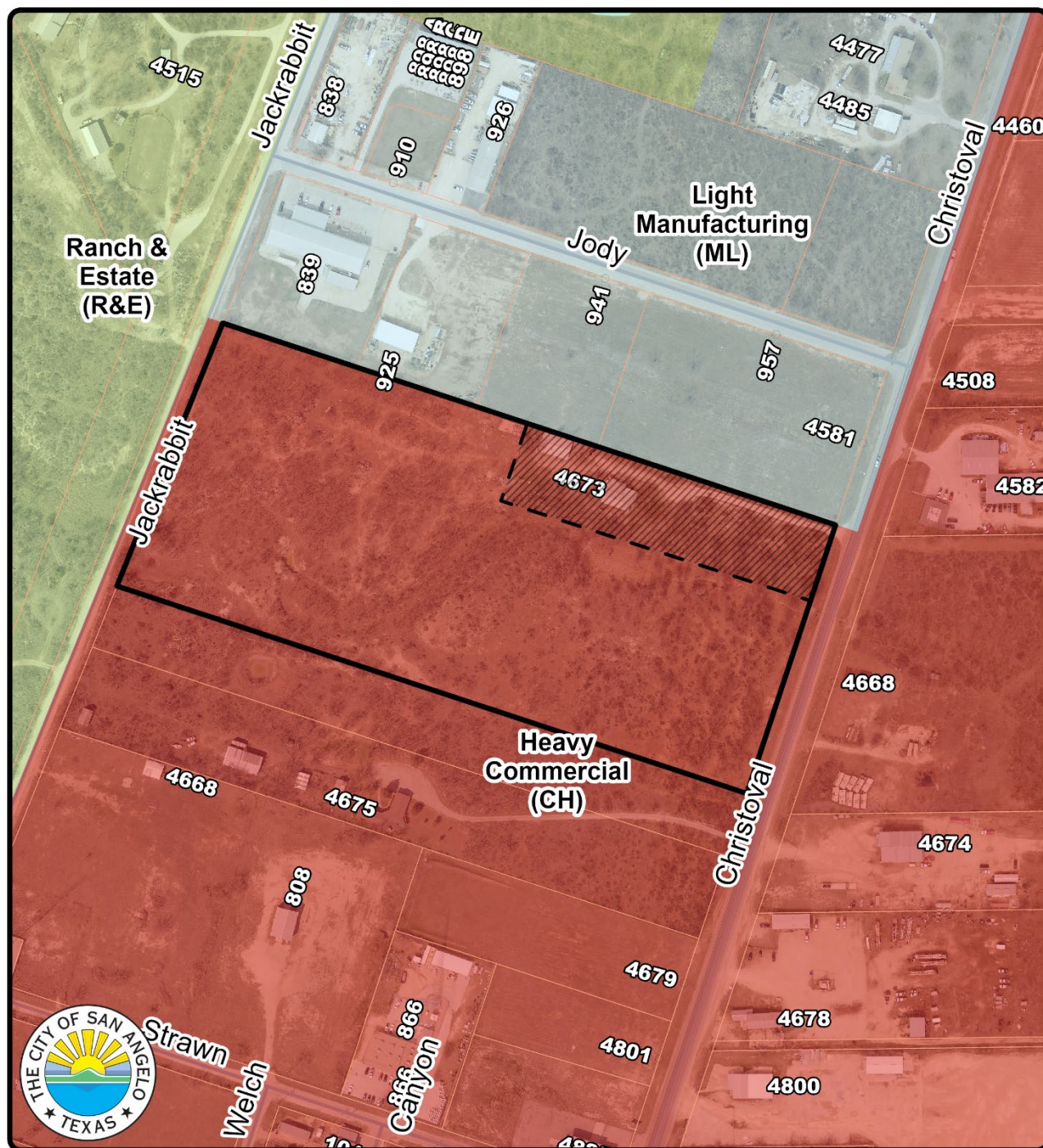
Neighborhood: Glenmore

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

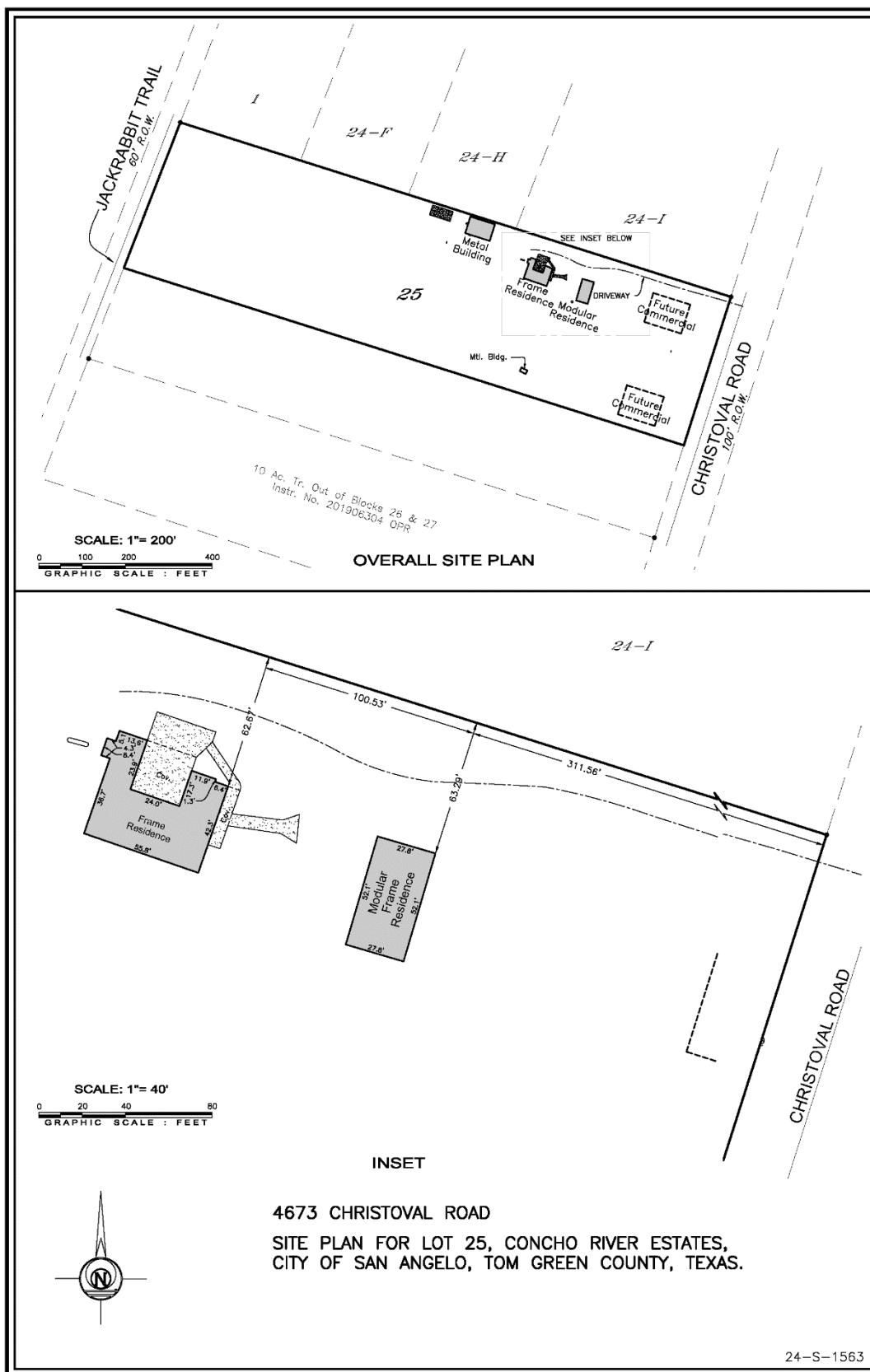
Neighborhood: Glenmore

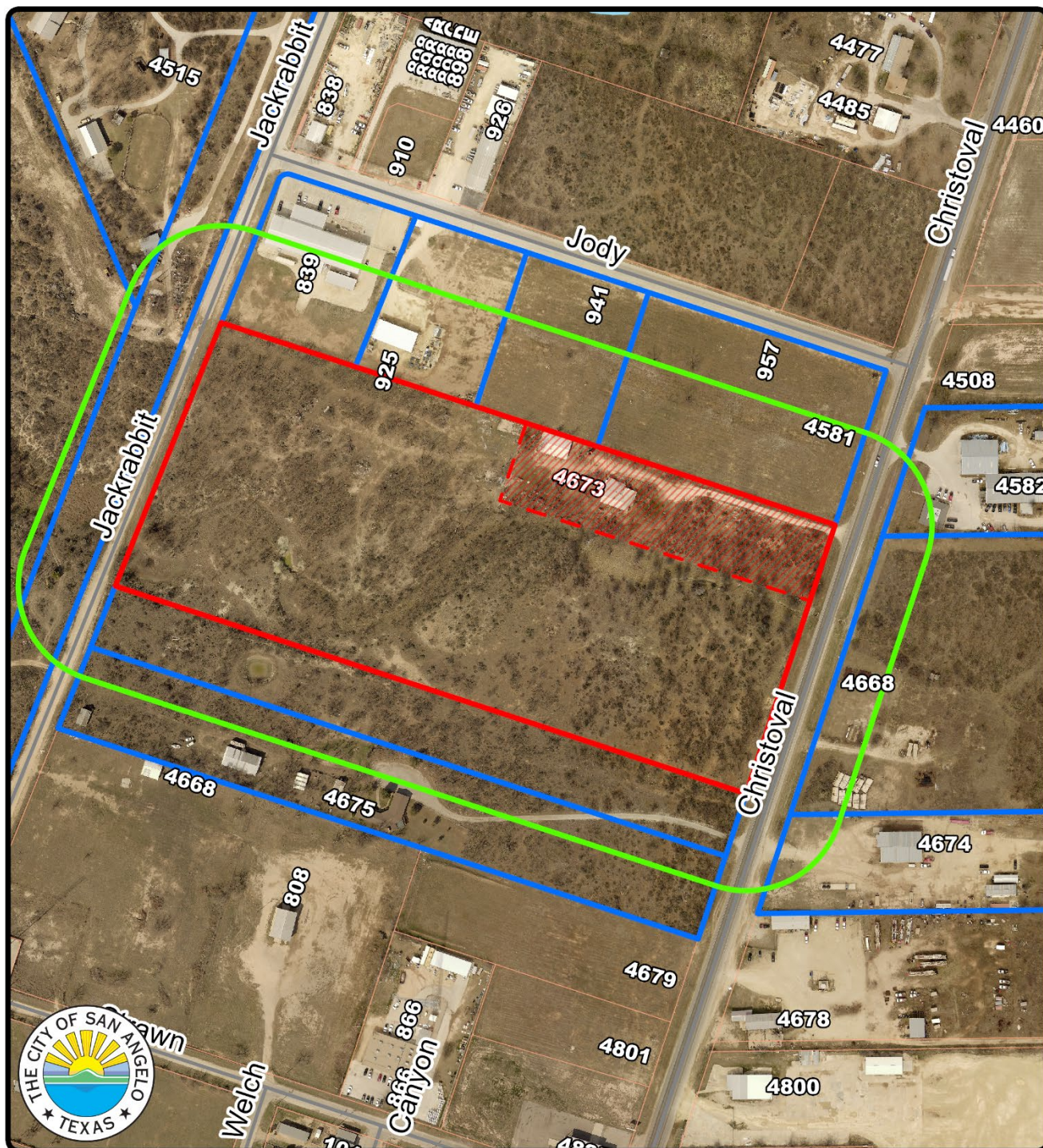
Area of Zone Change: 

Subject Property: 

Scale: 0 0.02 0.04 0.07 0.11 0.14 Miles







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

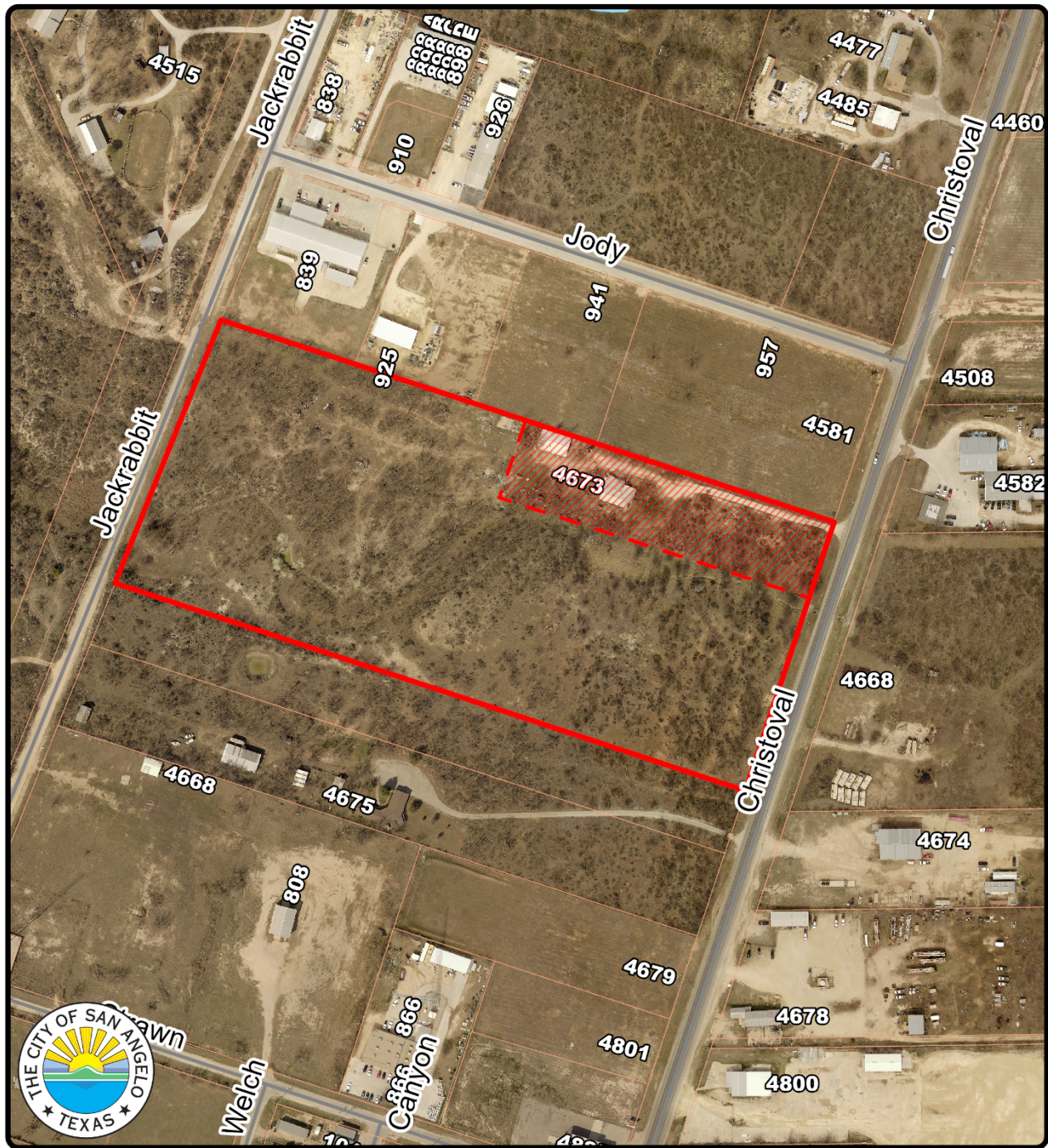
ATTEST:

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-acre 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; improvement can be caliche, stone, or another surface.
8. Ensure Emergency Services can access the site via a minimum 20’ wide gate and 20’ wide paving surface to meet fire standards; must be completed by October 31, 2025.
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: April 1, 2025

Item type: Consent Item

Caption:

Second reading of an ordinance 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 (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:

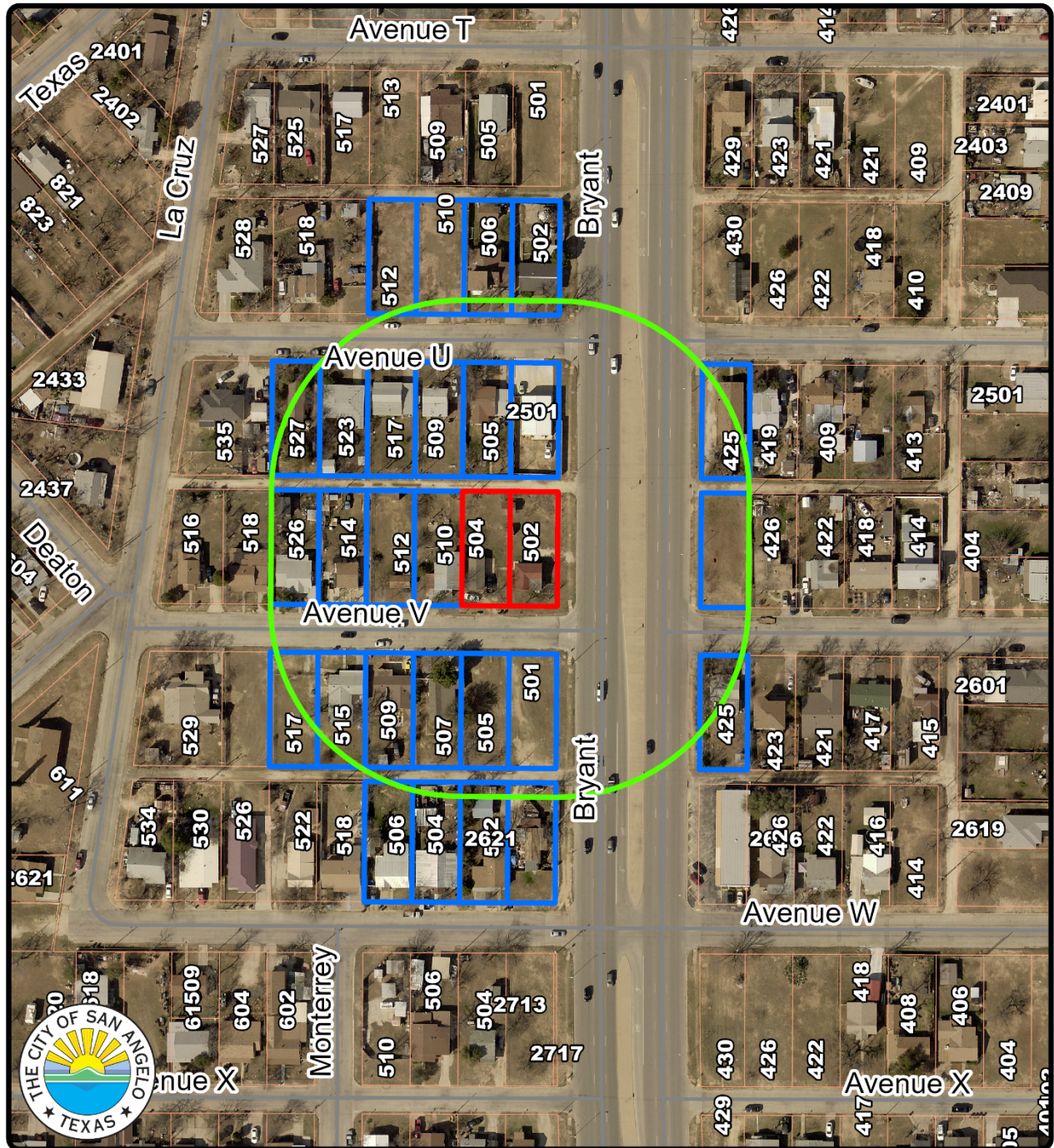
Notification Map

Aerial Map

Zoning Map

Aerial Map

Notification Map



200' Notification 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

200' Range: —

Subject Property: —

Notified Properties: —



Aerial Map

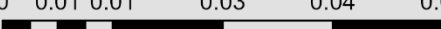


Aerial Map

Z25-05: 502 & 504 W Ave V

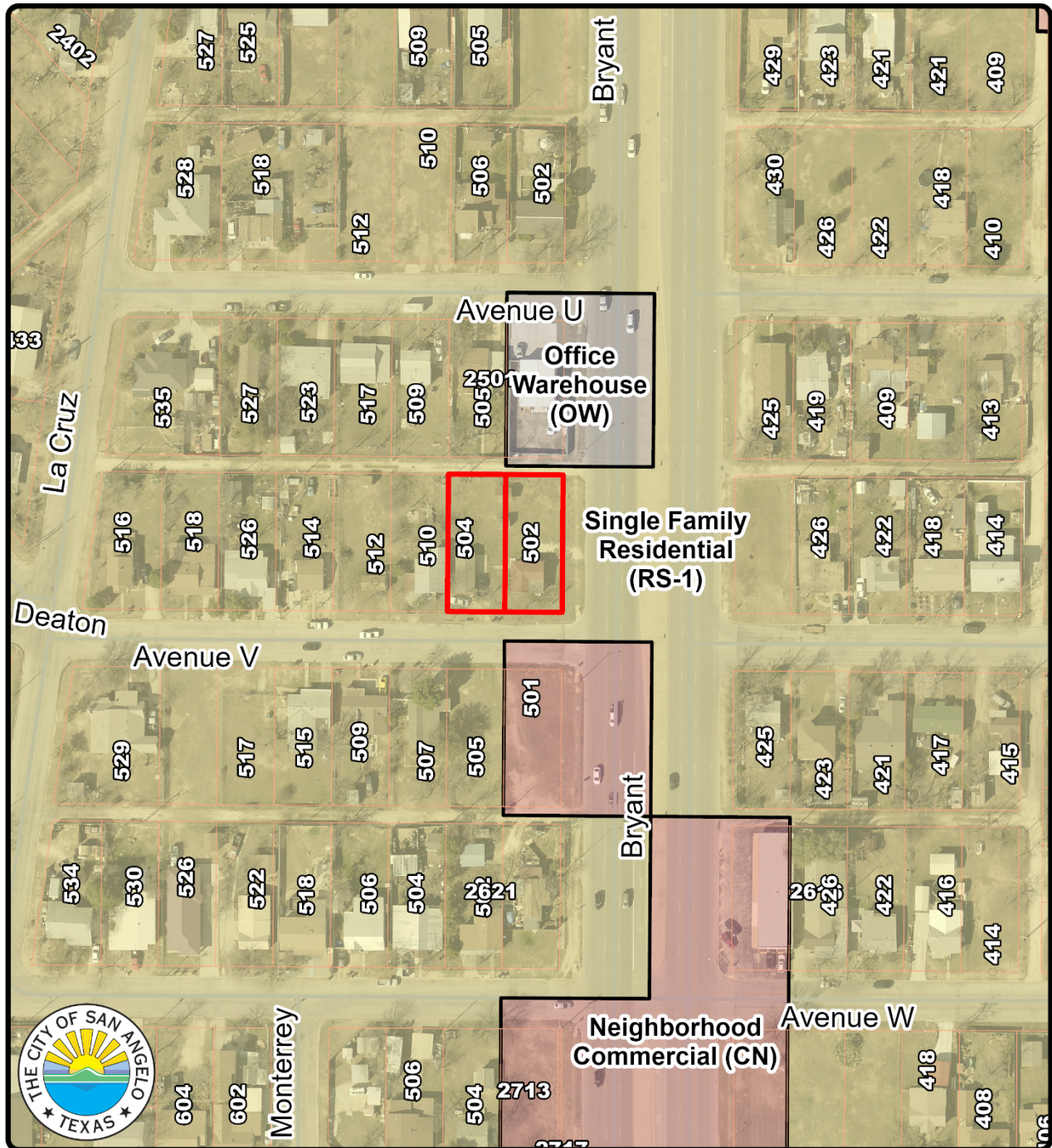
Council District: #3 Harry Thomas
Neighborhood: Rio Vista

Subject Property: 

Scale:  Miles



Zoning Map



Zoning Map

Z25-05: 502 & 504 W Ave V

Council District: #3 Harry Thomas

Neighborhood: Rio Vista

Subject Property: —

Scale: 0 0.01 0.01 0.03 0.04 0.06 Miles



The map displays the Neighborhood Center area in San Antonio, Texas. A red rectangle highlights the intersection of Avenue V and Avenue U, specifically the lots numbered 504 and 502. The map is overlaid with a green grid and contains various text labels for streets and neighborhood names.

Streets shown include Avenue U, Avenue V, Avenue W, La Cruz, Deaton, and Monterey. The map also shows various lot numbers and the names of the Neighborhood Center and Neighborhood Center.

The City of San Antonio, Texas logo is visible 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



REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Ryan Kramer, Sr. Fleet Manager, Fleet Services

Meeting Date: April 1, 2025

Item type: Regular Item

Caption:

Consider awarding RFB FS-01-25 to Denton & Bradly Metal Solutions, Inc. for the purchase and installation of garage doors in the amount of \$361,189, utilizing \$170,290 of Fleet Services fund balance, and authorizing City Manager to negotiate and approve all related documents (Presentation made by Senior Fleet Manager Ryan Kramer)

Staff Recommendation:

Approve

Summary/History:

Bids were requested to replace the garage doors at the Fleet Services facility. An Energy Efficiency and Conservation Block Grant federal reimbursement grant of \$151,890 has been approved for the partial cost of the door replacements. Additional funds needed will be from Fleet Services fund balance in the amount of \$170,290 as well as from the Water Department funds in the amount of \$39,009. This effort is to replace all the garage doors, tracks and openers at the Fleet Services facility and three at the Water Distribution facility that are in various conditions and various ages, with some being 15 or more years old.

The grant being applied to this project was applied for and awarded with an intention to reduce energy consumption. The doors specified are insulated and include weatherstripping to aid in the reduction of heating costs at the facility.

Funding Source(s):

Fund:	Account:	Project Number:	Amount Budgeted:
Intergovernmental			\$151,890.00
Fleet Services			\$170,290
260	260-4301-503-0360		\$39,009.00

Financial Impact:

Costs for the project will be an amount of \$361,189.00
Grant funding will be in the amount of \$151,890.00
Fleet Services fund balance in the amount of \$170,290.00
Water Fund contribution will be \$39,009.00

Other Information/Recommendation:

Award of RFB FS-01-25 will be for the replacement of the garage doors at the Fleet Services and Water Distribution facilities.

Attachments:

- | | | |
|----|------------------------------|----------------------------------|
| 1. | Bid Tabulation FS-01-25 | Bid Tabulation FS-01-25.pdf |
| 2. | BA Memo - Fleet Garage Doors | BA Memo - Fleet Garage Doors.pdf |

Presentation:

Ryan Kramer

Approvals/Reviews:

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



RFB Bid Tabulation

FS-01-25 • Fleet Services Garage Door Replacement

Thursday March 13, 2025 2:00 p.m.

Denton & Bradly Metal Solutions, Inc.

Bid 1			Bid 2 - Alternate		
Item	Description	Unit Cost	Estimated Quantity	Total Job Cost	
1	Garage Door Replacement at Fleet Services (as specified)	\$ 20,136.25	16	\$ 322,180.00	
2	Alternate – Garage Door Replacement at Water Distribution	\$ 13,003.00	3	\$ 39,009.00	
TOTAL BID		\$ 361,189.00			
3	Door Brands Quoted	C.H.I. Rolling steel doors and Overhead Door			C.H.I. Rolling steel doors and Overhead Door
4	Door Model Numbers	C.H.I. Rolling Steel 6182, Overhead Door 3212			DoorLink manufacturing. Rolling Steel, Overhead Door
5	Delivery Lead Time	4-6 weeks for overhead and 6-8 weeks for rollup.			4-6 weeks for overhead and 6-8 weeks for rollup.
6	Installation Warranty Period	1 year typical			1 year typical
7	Door Warranty Period	1 year typical			1 year typical

(Vendor Note) item one is more per door because of the door enlargments and the coil doors are more expensive per unit.

(Vendor Note) this is a more economical option should you so choose

Memo

To: Tina Dierschke, Finance Director
From: Ryan Kramer, Senior Fleet Manager
Date: 04/01/2025
Re: Budget Amendment Request

Purpose of Budget Amendment Request:

Partial project cost to be funded by grant funds. Remaining balance of project cost from fund balance.

Source of Funding:

Energy Efficiency and Conservation Block Grant funds and Fleet Services fund balance

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

Project/Budget to be amended	Revenue	Expense
Intergovernmental fund	151,890	151,890
Fleet Fund Balance		170,290

Additional Comments:

This project is the replacement of all garage doors at the Fleet Services facility as an effort to improve energy efficiency and replace doors that have surpassed their life expectancy in this commercial setting.

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Aaron Vannoy, Director, Planning and Development Services

Meeting Date: April 1, 2025

Item type: Regular Item

Caption:

Discussion and direction on an expansion of the Open Structure overlay Section 312 of the Zoning ordinance into other areas of the City of San Angelo (Presentation made by Planning and Development Services Director Aaron Vannoy)

Staff Recommendation:

Direction from Council

Summary/History:

City staff have been asked to consider expansion of the Open Structure Overlay to other areas of San Angelo. In 2019, Texas adopted HB 2439 (became Government Code Ch. 3000), which prohibits cities from requiring certain material or architectural design elements outside an already established district, such as the Historical District, Cultural District, River Corridor, Downtown District and current Open Structure District. This means the architectural elements of the Open Structure overlay can not be enforced in areas in which the boundaries are expanded. City staff believe this could be detrimental to the neighborhood's feel and appearance, and may impact property values in the long term.

Funding Source(s):

Financial Impact:

Other Information/Recommendation:

Attachments:

- | | | |
|----|---|--|
| 1. | Sec. 312. OS Open Structure Overlay Zone | Sec. 312. OS Open Structure Overlay Zone |
| | (4) | (4).pdf |
| 2. | Staff Report - Memo Open Structure discussion | Staff Report - Memo Open Structure discussion.docx |
| 3. | Government Code Ch 3000 | Government Code Ch 3000.pdf |

Presentation:

Aaron Vannoy

Approvals/Reviews:

Aaron Vannoy

Aaron Vannoy

Brandon Dyson

Aaron Vannoy

Heather Stastny

Created/Initiated

Approved

Approved

Approved

Final Approval

Sec. 312. OS (Open Structure) Overlay Zone

- A. *Purpose.* The Zoning Ordinance of the City of San Angelo stipulates minimum open space required around the front and sides of most lots occupied by residences. Buildings are not generally allowed within such open space, so these required yards are sometimes referred to as minimum building setbacks. All roof-covered structures (including carports and porches) are considered buildings and are, therefore, generally subject to minimum building setback standards. Within an Open Structure (OS) Overlay Zone, however, open carports and porches shall be allowed to extend into minimum front and/or side yards which otherwise are required to be free of any buildings, subject to the conditions expressed herein this section.

For the purpose of this section, a **carport** shall be defined as a roof-covered structure accessory to a residence, substantially open on at least two of its sides, and which is designed or used for the storage of motor vehicles for the occupants of the residence to which it is accessory.

For the purpose of this section, a **porch** shall be defined as a roof-covered platform which is accessory to a residence, is usually attached to or part of and with direct access to such residence, and which is substantially open on at least two of its sides.

- B. *Applicability.* Allowances and conditions stipulated within this section concerning Open Structure (OS) Overlay Zones shall be applicable to any lot within the boundaries of such zones having been duly established by amendment to the official zoning map and which, furthermore, meets one of the following additional requirements:
1. is located within an RS-1 District;
 2. is located within an RS-2 District;
 3. is located within an MHS District;
 4. is located within an RM-1 District;
 5. is located within an RM-2 District; or
 6. is located within a Commercial or Manufacturing zoning district, occupied by one or more residential building(s).
- C. *Conditions Required for Carports and Porches Extending into Minimum Front and/or Side Yards Required on Lots in Open Structure (OS) Overlay Zones.*
1. Such carports and porches must be substantially open in character. To this end, a minimum of 7 feet from the finished floor (platform) level of any such carport or porch extending into minimum front and/or side yards shall be open and unencumbered by any structure, walls, screening, glasswork or ornamental components of any kind, except as follows:
 - a. necessary vertical supports which shall be no greater than 12 inches in width or diameter; and
 - b. if the carport or porch borders the wall of a building to which such carport or porch is attached, then any such side(s) of the carport or porch may be enclosed by said building wall.
 2. The leading edge or face of the roof covering any such carport or porch shall:
 - a. not be closer than 5 feet from the front lot boundary and, furthermore, shall be separated by at least 10 feet from the back of the street curb or, if a curb does not exist, from the edge of any street surface; and
 - b. not be closer than 2 feet from any side lot boundary and, furthermore, shall be separated by at least 5 feet from the back of the street curb or, of [if] a curb does not exist, from the edge of any street surface.

-
3. Neither the roof nor any vertical support for the roof on such carport or porch shall encroach into public rights-of-way for a street or alley, into an easement specifically designated to be open or unencumbered, or onto an adjacent lot or tract of land under the control of another party.
 4. Not more than 30 percent of minimum front yard area otherwise required on the lot shall be covered by the roof on a carport or porch allowed by this section.
 5. Other architectural conditions required of carports or porches extending into minimum front and/or side yards (otherwise required by the Zoning Ordinance) shall include the following:
 - a. The roof covering on any such carport or porch shall be generally consistent with the materials, character and appearance of the roof covering the residence (including attached garage) to which that carport is accessory, unless such carport or porch is instead connected or adjacent to a detached accessory building, in which case the roof covering on that carport or porch shall be consistent with the materials, character and appearance of the roof covering that detached accessory building.
 - b. Except as otherwise stated below, the pitch or shape of the roofline on any such carport or porch shall be integrated and consistent with the character and appearance of the roofline on the residence (including attached garage) to which that carport or porch is accessory, unless such carport is instead connected or adjacent to a detached accessory building.
 - (1) If more than one roofline exists on such residence, then the pitch or shape of the roofline on the subject carport or porch shall be consistent with the character and appearance of the roofline on whatever portion of such residence is located closest to that carport or porch.
 - (2) Roofs covering carports or porches may be flat or otherwise vary from the pitch or shape of the roofline on the residence to which that carport is accessory, in the following circumstances:
 - (a) such carport or porch is connected or adjacent to a detached accessory building, or
 - (b) such carport or porch is located interior to the lot and is substantially away from street view.
 - c. For the purpose of enforcing the architectural conditions of this subsection, an applicant for permit to build a carport or porch potentially allowed (by this section) to extend into front or side yards required on a lot shall submit detailed construction drawings, exterior elevation drawings and specifications for the materials planned to be used in constructing the proposed carport or porch. The drawings must indicate how the proposed improvement will relate architecturally to the existing residence and/or accessory structure beside which the new carport or porch is proposed. Such drawings and specifications shall be submitted to the Building Official or his/her designee, in addition to whatever data is ordinarily required with an application for permit to build a carport or porch.

D. *Continuing Compliance*

1. For carports and porches allowed to extend into minimum front or side yards required on a lot, by the provisions of this section, it shall be a continuing obligation of the owner or occupant (of the residence to which such carport or porch is accessory) to comply with all above-stated conditions as well as with the following additional standard:
 - a. The area underneath any such carport or porch shall remain clear of any junk, household trash, yard trash, debris or any and all other objectionable unsightly matter.

(Section 309 added by sec. 2, Ordinance adopted 2-15-05; Ord. No. 2019-121, § 2, 9-17-19)

Editor's note(s)—Ord. No. 2019-121, § 2, adopted September 17, 2019, renumbered Secs. 309—317 as Secs. 312—320.

MEMO

**Meeting**

Date: April 1st, 2025

To: City Council

From: Aaron Vannoy
Director Planning and Development Services, City of San Angelo

Request: Discussion of expansion of Open Structure Overlay 0 Section 312 of the Zoning Ordinance to additional areas of San Angelo and how HB 2439 impacts the architectural and material aspects of open structures.

Background: The Open Structure Overlay was designed for older lots which did not have a current garage or for properties with one garage and as families grew and vehicle numbers grew there was a desire to protect personal property under a carport. In 2005, the City Council adopted Section 312 Open Structure overlay to reduce front yard setbacks and add architectural controls to open structures allowing older neighborhoods (see map) to construct primarily carports. The architectural aspects were to have the carports appear as an extension of the existing house, not simply a flat roof carport as an add-on. There is a theory where property values are more stable if all the structures on a property are congruent and as if they were originally built as one. We have not pulled data as it may be difficult to understand what natural property valuation growth was and what contributed to the appraisal decisions.

Two other aspects of carports; one being many garages are now used as additional living space thus pushing vehicles out to the driveway and due to development costs alleyways are typically not placed in new developments thus now rear access to add an open structure in the rear yard.

HB 2439: This bill adopted by the Texas Legislature in 2019 restricted all Texas cities from requiring certain building materials for residential or commercial structures. There are a few exceptions: Historic, Cultural or Downtown Districts, or architect districts like the current boundaries of the Open Structure Overlay; if established before April 1, 2019, may impose material requirements.

Any expansion of the Open Structure overlay boundaries; the city would not be able to control or require certain architectural (the look of the carport) or materials (what the structure is made from). We believe then this simply would be a reduction in front yard setback for any open structure type. Based on cost of materials, many citizens would choose a simple metal frame carport with metal roof; many of which would not match the existing home.

Recommendation:

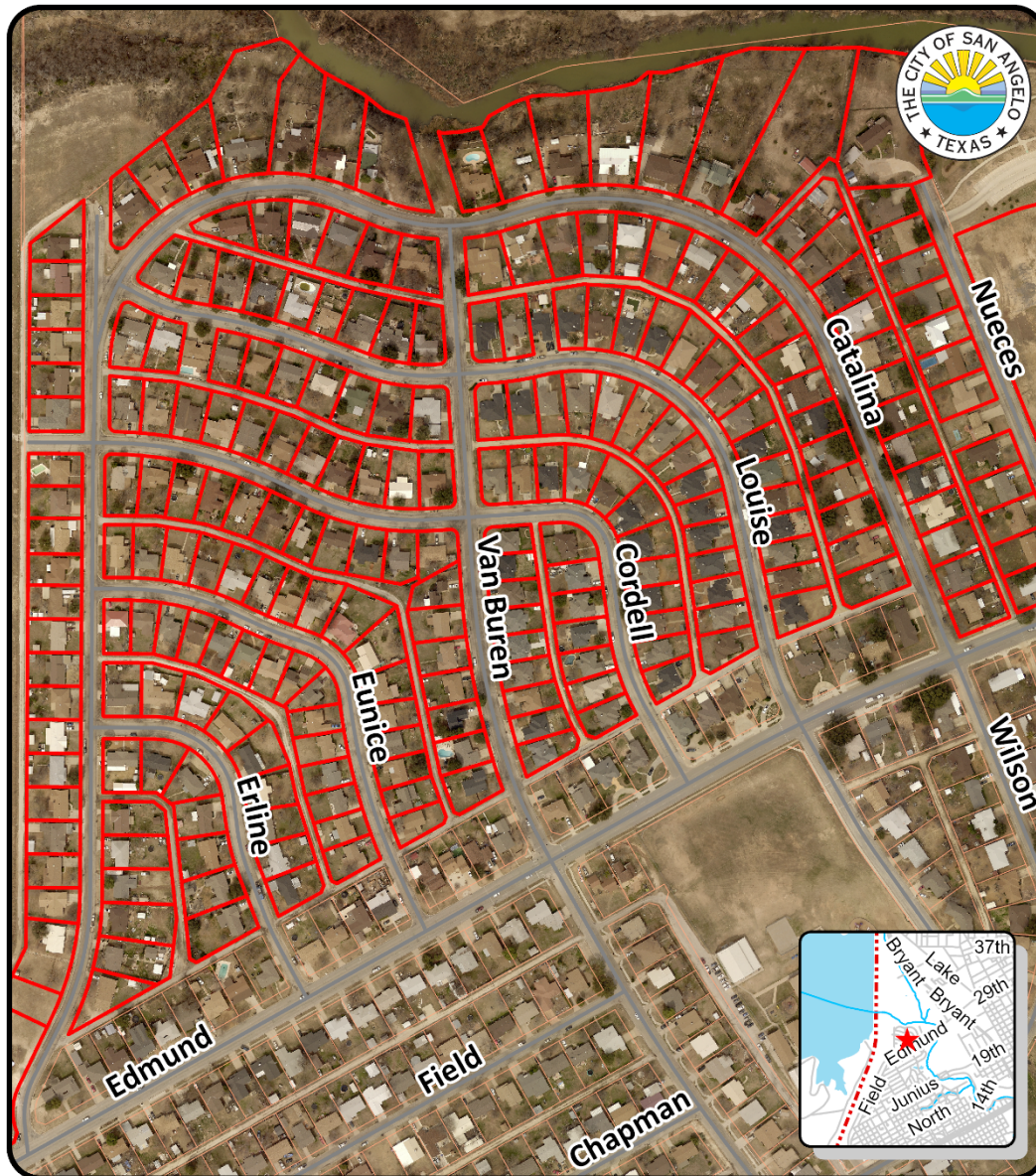
Staff are recommending addressing this through a more comprehensive discussion with neighborhood plans. This would involve the Comprehensive Plan, Zoning Ordinance and Land Development code. This process would evaluate the costs of alleyways, the desire of the community for protection of their private property from storm

damage, and the desire for open structures in older parts of San Angelo. In many parts of town, we do have violations for structures within the front yard setback and without permits, meaning there is a community desire for protection, we have to determine with the community what is the best way forward to protect all property values and have a similar cohesive process to assist with neighborhood look and feel.

Attachments:

Aerial Map of current Open Structure Overlay

Examples of open structures



Affected Properties Exhibit

Open Structure Overlay Expansion

Council District: #2 Tom Thompson

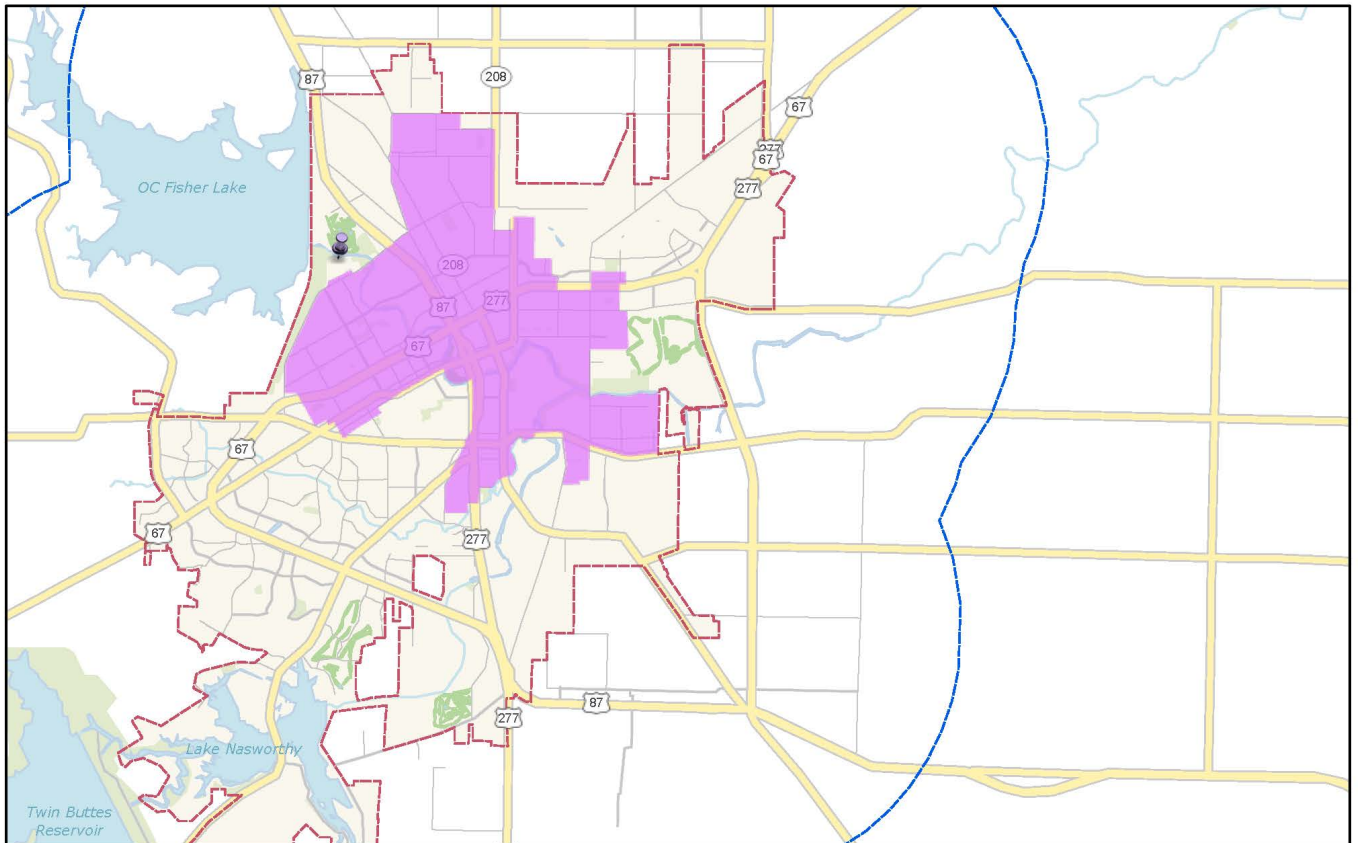
Neighborhood: Angelo Heights

Affected Properties: —

Scale: 0 0.010.03 0.06 0.09 0.12 Miles

N

Open Structure Overlay



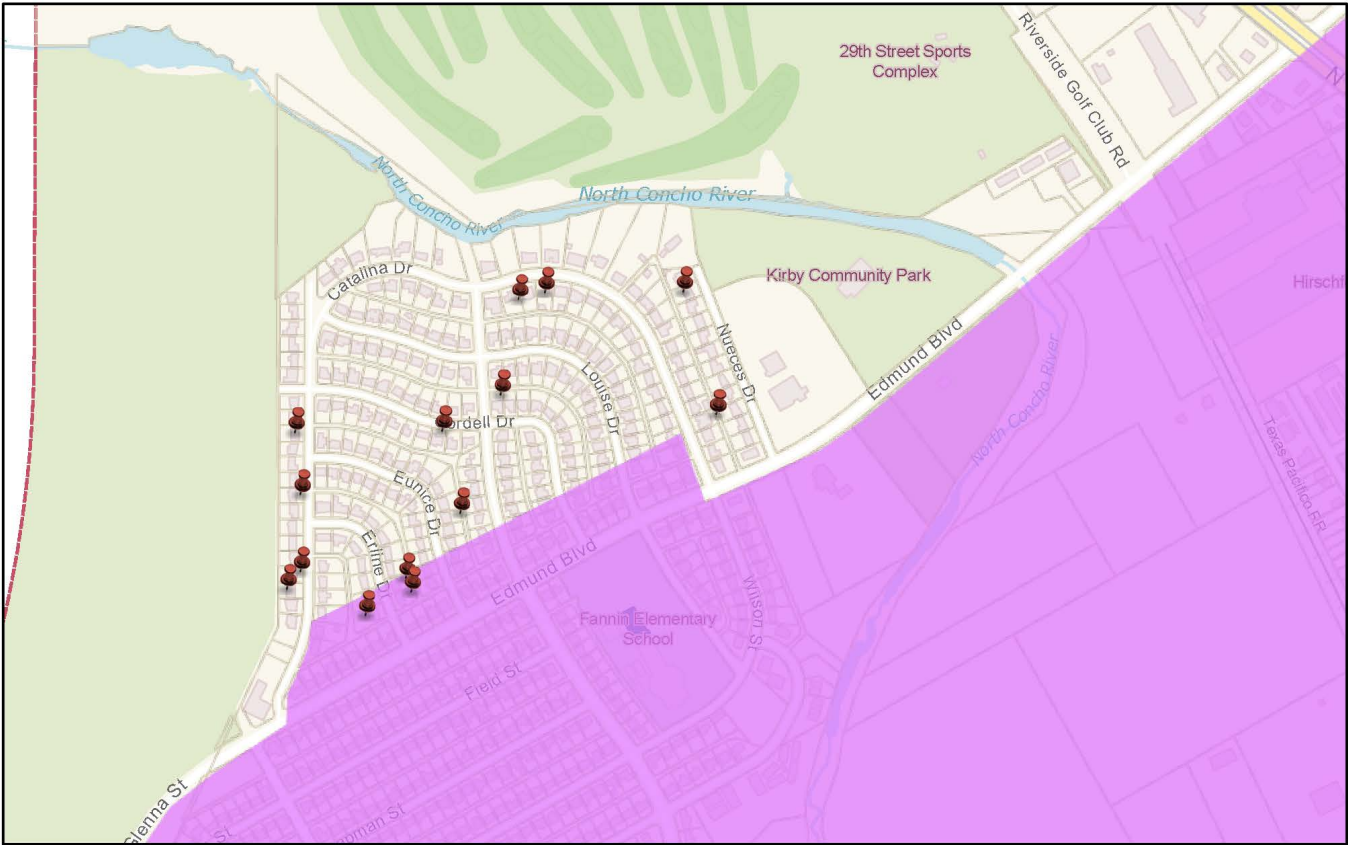
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 Open Structures Overlay Zone

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0 1 2 4 mi
0 1.5 3 6 km
COSA GIS Division

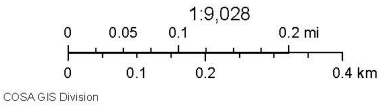
ArcGIS Web AppBuilder
none | COSA GIS Division | COSA GIS Divisions | City of San Angelo Copyright 1987-2014 |

Open Structure extension



11/15/2023, 3:15:28 PM

-  Open Structures Overlay Zone
-  Parcels







Tex. Gov't Code Title 10, Subtit. Z, Ch. 3000

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Texas Statutes & Codes Annotated by LexisNexis® > Government Code > Title 10 General Government (Subts. A — Z) > Subtitle Z Miscellaneous Provisions Prohibiting Certain Governmental Actions (Ch. 3000) > Chapter 3000. Governmental Action Affecting Residential and Commercial Construction (§§ 3000.001 — 3000.005)

Chapter 3000. Governmental Action Affecting Residential and Commercial Construction

History

[Acts 2019, 86th Leg., ch. 1289 \(H.B. 2439\), § 1](#), effective September 1, 2019.

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Tex. Gov't Code § 3000.001

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Sec. 3000.001. Definitions.

In this chapter:

- (1) “National model code” has the meaning assigned by [Section 214.217, Local Government Code](#).
- (2) “Governmental entity” has the meaning assigned by Section 2007.002.

History

[Acts 2019, 86th Leg., ch. 1289 \(H.B. 2439\), § 1](#), effective September 1, 2019.

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Tex. Gov't Code § 3000.002

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Sec. 3000.002. Certain Regulations Regarding Building Products, Materials, or Methods Prohibited.

(a) Notwithstanding any other law and except as provided by Subsection (d), a governmental entity may not adopt or enforce a rule, charter provision, ordinance, order, building code, or other regulation that:

- (1) prohibits or limits, directly or indirectly, the use or installation of a building product or material in the construction, renovation, maintenance, or other alteration of a residential or commercial building if the building product or material is approved for use by a national model code published within the last three code cycles that applies to the construction, renovation, maintenance, or other alteration of the building; or
- (2) establishes a standard for a building product, material, or aesthetic method in construction, renovation, maintenance, or other alteration of a residential or commercial building if the standard is more stringent than a standard for the product, material, or aesthetic method under a national model code published within the last three code cycles that applies to the construction, renovation, maintenance, or other alteration of the building.

(b) A governmental entity that adopts a building code governing the construction, renovation, maintenance, or other alteration of a residential or commercial building may amend a provision of the building code to conform to local concerns if the amendment does not conflict with Subsection (a).

(c) This section does not apply to:

- (1) a program established by a state agency that requires particular standards, incentives, or financing arrangements in order to comply with requirements of a state or federal funding source or housing program;
- (2) a requirement for a building necessary to consider the building eligible for windstorm and hail insurance coverage under Chapter 2210, Insurance Code;
- (3) an ordinance or other regulation that regulates outdoor lighting that is adopted for the purpose of reducing light pollution and that:

- (A)** is adopted by a governmental entity that is certified as a Dark Sky Community by the International Dark-Sky Association as part of the International Dark Sky Places Program;
- (B)** is adopted by a governmental entity that has adopted a resolution stating the entity's intent to become certified as a Dark Sky Community by the International Dark-Sky Association as part of the International Dark Sky Places Program and does not regulate outdoor lighting in a manner that is more restrictive than the prohibitions or limitations required to become certified as a Dark Sky Community; or
- (C)** applies to outdoor lighting within five miles of the boundary of a military base in which an active training program is conducted;
- (4)** an ordinance or order that:

 - (A)** regulates outdoor lighting; and
 - (B)** is adopted under Subchapter B, Chapter 229, Local Government Code, or Subchapter B, Chapter 240, Local Government Code;
- (5)** a building located in a place or area designated for its historical, cultural, or architectural importance and significance that a municipality may regulate under [Section 211.003\(b\), Local Government Code](#), if the municipality:

 - (A)** is a certified local government under the National Historic Preservation Act ([54 U.S.C. Section 300101](#) et seq.); or
 - (B)** has an applicable landmark ordinance that meets the requirements under the certified local government program as determined by the Texas Historical Commission;
- (6)** a building located in a place or area designated for its historical, cultural, or architectural importance and significance by a governmental entity, if designated before April 1, 2019;
- (7)** a building located in an area designated as a historic district on the National Register of Historic Places;
- (8)** a building designated as a Recorded Texas Historic Landmark;
- (9)** a building designated as a State Archeological Landmark or State Antiquities Landmark;
- (10)** a building listed on the National Register of Historic Places or designated as a landmark by a governmental entity;
- (11)** a building located in a World Heritage Buffer Zone;
- (12)** a building located in an area designated for development, restoration, or preservation in a main street city under the main street program established under Section 442.014;

(13) a standard for a plumbing product required by an ordinance or other regulation implementing a water conservation plan or program described by [Section 11.1271 or 13.146, Water Code](#); and

(14) a standard for a plumbing product imposed by the Texas Water Development Board as a condition of applying for or receiving financial assistance under a program administered by the board.

(d) A municipality that is not a municipality described by Subsection (c)(5)(A) or (B) may adopt or enforce a regulation described by Subsection (a) that applies to a building located in a place or area designated on or after April 1, 2019, by the municipality for its historical, cultural, or architectural importance and significance, if the municipality has the voluntary consent from the building owner.

(e) A rule, charter provision, ordinance, order, building code, or other regulation adopted by a governmental entity that conflicts with this section is void.

History

[Acts 2019, 86th Leg., ch. 1289 \(H.B. 2439\), § 1](#), effective September 1, 2019; [Acts 2021, 87th Leg., ch. 475 \(S.B. 1090\), § 1](#), effective September 1, 2021.

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Tex. Gov't Code § 3000.003

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Sec. 3000.003. Injunction.

- (a)** The attorney general or an aggrieved party may file an action in district court to enjoin a violation or threatened violation of Section 3000.002.
- (b)** The court may grant appropriate relief.
- (c)** The attorney general may recover reasonable attorney's fees and costs incurred in bringing an action under this section.
- (d)** Sovereign and governmental immunity to suit is waived and abolished only to the extent necessary to enforce this chapter.

History

[Acts 2019, 86th Leg., ch. 1289 \(H.B. 2439\), § 1](#), effective September 1, 2019.

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Tex. Gov't Code § 3000.004

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Sec. 3000.004. Other Provisions Not Affected.

This chapter does not affect provisions regarding:

- (1) the installation of a fire sprinkler protection system under [Section 1301.551\(i\), Occupations Code](#), or [Section 775.045\(a\)\(1\), Health and Safety Code](#); or
- (2) the enforcement of land use restrictions contained in plats and other instruments under Subchapter F, Chapter 212, Local Government Code.

History

[Acts 2019, 86th Leg., ch. 1289 \(H.B. 2439\), § 1](#), effective September 1, 2019; [Acts 2021, 87th Leg., ch. 475 \(S.B. 1090\), § 2](#), effective September 1, 2021.

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Tex. Gov't Code § 3000.005

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Sec. 3000.005. Severability.

If any provision of a rule, charter provision, ordinance, order, building code, or other regulation described by Section 3000.002(a) is held invalid under this chapter, the invalidity does not affect other provisions or applications of the rule, charter provision, ordinance, order, building code, or other regulation that can be given effect without the invalid provision or application, and to this end the provisions of the rule, charter provision, ordinance, order, building code, or other regulation are severable.

History

[Acts 2019, 86th Leg., ch. 1289 \(H.B. 2439\), § 1](#), effective September 1, 2019.

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