



City Council Agenda 5/20/2025

Notice is hereby given of a regular meeting of the City Council of City of San Angelo to be held May 20, 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 May 2025 as National Trauma Awareness 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 (Old Business)

- a. Consider approving the May 6, 2025, City Council Regular Meeting and May 14, 2025, City Council Special Meeting minutes (Heather Stastny)
- b. Consider approving an Access Agreement with the United States of America to continue sampling existing monitoring wells on city right-of-way and city-owned land and allowing the City Manager to negotiate and execute all related documents (Sarah Torres)
- c. Consider approving a Miscellaneous Pipeline Easement (ME20250072), in the amount of \$2,350 for the use of right-of-way to construct and maintain a 20-in. casing housing and 12-in. waterline in the general location of the North Concho River crossing, on Edmund Blvd./W. 29th St., and authorizing the City Manager to negotiate and execute all related documents. (Shane Kelton, Sarah Torres)
- d. Consider approving Task Order #5 with SKG Engineering, LLC for Foster Road and River Valley Ln. in the amount of \$106,200 and authorizing the City Manager to negotiate and execute all related documents (Patrick Frerich)
- e. Consider approving Change Order #4 to PLW Waterworks in the amount of \$95,029.89 for the Hickory Expansion Project and authorizing the City Manager to negotiate and execute all related documents (Shane Kelton)
- f. Consider approving a budget amendment for the Texas Water Development Board funding that supports Change Order #4 for the Hickory Expansion Project and required testing from the Texas Commission on Environmental Quality (Shane Kelton)
- g. Report to Council regarding the use of \$62,213.20 in State/Local Seizure funds to support IT infrastructure, surveillance systems, and office furnishings for the new Narcotics Task Force building, DNA testing of shell casings, and the purchase of body armor (Craig Thomason)

- h. Consider a resolution accepting the donation of Narcan (Naloxone) from the Drug Enforcement Administration via the Texas Department of Public Safety for the San Angelo Police Department (Craig Thomason)
- i. Consider a resolution authorizing the City Manager to apply for and accept a Motor Vehicle Crime Prevention Authority grant for the Police Department to combat motor vehicle burglary and theft (Jeremy Cannady)
- j. Second reading of an ordinance approving Standards of Care for Recreation Summer Camp held at Recreation Centers for ages 5 through 13 (Jesse Benes)
- k. Second reading of ordinances for:
 - 1. Z24-16, a request to rezone from the General Commercial/Heavy Commercial zoning district to the General Commercial zoning district at 2830 N. Chadbourne, 2802 N. Chadbourne and 2810 N. Chadbourne
 - 2. CP24-06, a request to amend the Comprehensive Plan from Neighborhood Center to Commercial at 2802, 2810, and 2830 N. Chadbourne (Aaron Vannoy)

6. Special Agenda

- a. Presentation of Certificates of Election and Administration of Oaths of Office for Mayor and Single Member Districts 4 and 6 (Presentation made by Mayor Brenda Gunter and Oaths administered by Judge Jay Daniel)
- b. Presentation of plaques and service awards to outgoing Council Members and Mayor (Presentation made by Mayor Tom Thompson)

7. Reception

A reception will immediately follow the Special Agenda in Suite A on the 2nd floor. The Regular Agenda with the newly seated Council Members will begin in approximately 30 minutes.

8. Regular Agenda (New Business)

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. First reading and public hearing of an ordinance for PD25-01, a request for a zone change from the Neighborhood Commercial, General Commercial, Single-Family Residential, and Two-Family Residential zoning districts to a Planned Development zoning district with a base zoning of Low-Rise Multifamily for an assisted living community and its related amenities (Presentation made by Planning & Development Services Director Aaron Vannoy)
- b. First reading and public hearing of an ordinance for Z25-15, a request for a zone change from the General Commercial zoning district to the Low Rise Multi-family Residential located at 3013, 3017, 3021, 3025, & 3029 Waco St. (Presentation made by Planning & Development Services Director Aaron Vannoy)
- c. First reading and public hearing of an ordinance for Z25-16, a request for a zone change from the Low Rise Multi-family Residential zoning district to the General Commercial zoning district, located at 517 W. 18th St., Lots 4-8 and Lots 9 and 10 a zone change from

Low Rise Multi-family Residential Zoning to Neighborhood Commercial zoning district
(Presentation made by Planning & Development Services Director Aaron Vannoy)

9. 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:

10. Follow Up and Administrative Issues

- a. Consider items discussed in Executive Session, if needed
- b. Announcements and consideration of Future Agenda Items

11. 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 15th day of May 2025, at 2:19 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

Trauma is a profound, widespread, and costly public health issue that stems from physical injury directly impacting the emotional, psychological, and financial well-being of our families and communities across the nation.

Trauma is caused by physical forces, including but not limited to, natural/man-made disasters, violence, neglect, or other deeply distressing events, or adverse childhood experiences; and it often leads to long-term physical and mental health challenges, including physical disability, depression, anxiety, addiction, and chronic illness.

Awareness, prevention, and early intervention are vital to mitigating the impacts of trauma, promoting resilience, fostering healing, and influencing safe behaviors. Addressing trauma requires an united effort among the public, healthcare providers, educators, first responders, social workers, faith-based organizations, and community leaders to ensure access to trauma-informed care, services, and support.

Resilience-building strategies, such as strengthening social connections, promoting self-care, and creating supportive environments, can empower individuals and communities to recover and thrive in the face of adversity. National Trauma Awareness Month provides an opportunity to educate the public, advocate for trauma-informed policies, and celebrate the strength and courage of trauma survivors.

Therefore, I, Brenda Gunter, Mayor of the City of San Angelo, Texas on behalf of the City Council, and together with members/leaders of hospitals, healthcare organizations, public safety organizations, government entities and community organizations, do hereby proclaim the month of May 2025 as

NATIONAL TRAUMA AWARENESS MONTH

and call upon all citizens, organizations, and government agencies to raise awareness, engage in efforts to prevent trauma, support survivors, and foster communities of resilience and healing.

In witness whereof, I have hereunto set my hand and caused the seal of Official Seal of the City of San Angelo, to be affixed this 20th day of May 2025.

Brenda Gunter
Mayor of the City of San Angelo

City of San Angelo, Texas
Regular City Council Meeting
Tuesday, May 6, 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, May 6, 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 Chaplain Marcella Jenkins.

3. Proclamations/Recognitions

April 13-19, 2025, was proclaimed as National Public Safety Telecommunicators Week.

May 12-17, 2025, was proclaimed as National Salvation Army Week.

May 2025 was proclaimed as Motorcycle Awareness Month.

May 2025 was proclaimed as Historic Preservation Month.

4. Public Comment

Citizen Mona Lisa Fischer (SMD 1) offered insight into safety concerns faced by citizens in our community.

Citizen Mike Burnett (SMD 1) spoke about Concho Valley Community Action Agency partnerships with other entities and gave thanks to all council members for their service.

COSA Communications Director Brian Groves (SMD 6) gave an update on the new COSA website.

5. Consent Agenda

- a. Approval of the April 15, 2025, City Council and Planning Commission Joint Meeting minutes and April 15, 2025, City Council Regular Meeting minutes (Heather Stastny)
- b. Approval of accepting the donation of a Channel Easement being 10.23 acres in the Town & County Business Park Addition, and authorizing the City Manager to negotiate and execute all related documents (Sarah Torres, Patrick Frerich)
- c. Approval of granting a 15-ft. wide easement to AEP Texas Inc., lying within 90.673 acres out of A-0204, S-0172, JF Fuchs Survey, Tract 34, east of Lake Nasworthy Dam, finding a public purpose in granting such an easement, and authorizing the City Manager to negotiate and execute all related documents (Sarah Torres, Shane Kelton)

- d. Approval of a license agreement for three temporary monitoring wells in the City's right-of-way located at approximately 1733 Pulliam and authorizing the City Manager to negotiate and execute all related documents (Sarah Torres, Kevin Pate)
- e. Approval of Amendment #1 to Task Order #3 with CDM Smith, Inc. in the amount of \$165,485 and authorizing the City Manager to negotiate and execute all related documents (Shane Kelton)
- f. Approval of Change Order #4 for Howard St. Roadway Project with Reece Albert, Inc. for the total amount of \$73,025.85 and authorizing the City Manager to negotiate and execute all related documents (Patrick Frerich)
- g. Approval of a 3-year renewal with GoTo Communications under TIPS Contract 221003 for voice over IP phone service in the annual amount of \$59,575.69 and authorizing the City Manager to negotiate and execute all related documents (Bucky Hasty)
- h. Approval of a Memorandum of Understanding with Mr. Sean Fuentes to authorize the construction of a 9-hole disc golf course at Jaime Padron Memorial Park and authorizing the City Manager to negotiate and execute all related documents (Carl White)
- i. Approval of amending the current contract with Bentwood Country Club Estates to allow pumping of water from Lake Nasworthy and authorizing the City Manager to negotiate and execute all necessary documents (Shane Kelton)
- j. Approval of designating the Executive Director of Public Works as a signatory for the Texas Water Development Board (Shane Kelton)
- k. Ratification of COSADC's approval of the sale of approximately 27 acres of land at the Industrial Park to ATI Group at the appraised value of \$65,000 per acre according to a December 31, 2023, Appraisal Report by Robert W. Stribling, MAI; authorizing the Board President to negotiate and execute all related documents (Michael Dane)
- l. Adoption of a resolution approving updates to the Existing Sidewalk Standard Construction Details (S-FF-1 & S-FF-2) to align with the latest requirements of the COSA Sidewalk Ordinance and Texas Accessibility Standards pursuant to the American with Disabilities Act (Kevin Pate)
- m. Approval of amending the Infill Incentives Program to allow developers a 12-month time period to receive a certificate of occupancy necessary to qualify for funding (Aaron Vannoy)
- n. Adoption of resolution amending the Schedule of Fees and Charges to add fees for Airport Food Truck licenses (Tina Dierschke)
- o. Adoption of an ordinance amending the budget for the fiscal year beginning October 1, 2024, and ending September 30, 2025, for COSADC land purchase (Tina Dierschke)
- p. Adoption of ordinances amending the following provisions of the City Code of Ordinances related to signs:
 - 1. Chapter 12 "Planning and Development," Article 12.04 "Signs"; and
 - 2. Chapter 12 "Planning and Development," Exhibit A "Zoning Ordinance," Article 4 "Specific Use Standards," by deleting Section 420 "Off-site Signs" (Aaron Vannoy)
- q. Adoption of an ordinance for Z25-02, a request to rezone from the Light Manufacturing zoning district to the General Commercial zoning district at the properties located at 999, 1131, 1151, 1201, 1309, 1355, 1407, 1459, and 1500 Knickerbocker and from the Light Manufacturing zoning

district to High Rise Multi-family Residential zoning district for the properties located at 1426 and 1428 Western Ct. (Aaron Vannoy)

- r. Adoption of ordinances for:
 - 1. Z25-03, a request to rezone from the General/Heavy Commercial zoning district to the Low Rise Multi-family Residential zoning district for properties at 217 & 221 E. Avenue K; and
 - 2. CP25-01, a request to amend the Comprehensive Plan from Industrial to Commercial for properties at 217 & 221 E. Avenue K (Aaron Vannoy)
- s. Adoption of an ordinance for Z25-07, a request to rezone from the Single-family Residential zoning district to the Neighborhood Commercial zoning district for the property located at 2621 S. Bryant (Aaron Vannoy)
- t. Second reading of an ordinance for Z25-09, a request to rezone from the Single-family Residential zoning district and the General Commercial zoning district to the Low Rise Multi-family Residential zoning district for the lot located on Lot 2 in Section 3 of Block 3 in Arden Acres Subdivision (Aaron Vannoy)
- u. Second reading of an ordinance for Z25-10, a request to rezone from the Single-family Residential zoning district to the Neighborhood Commercial zoning district, to allow park and recreational uses located at Kirby Park, located at 1401,1402 and 1403 Edmund Blvd. (Aaron Vannoy)
- v. Second reading and public hearing of ordinances for(SMD#6):
 - 1. Annexation of 9.712 acres out of A WILLKE Survey S-002; Abstract A-8211 in the Prestonwood addition
 - 2. Annexation of 7.477 acres out of A WILLKE Survey S-002; Abstract A-8211 in the Prestonwood addition
 - 3. Z25-11, a request to rezone from the Ranch and Estate zoning district to the Single-Family Residential zoning district on Pinion Ridge
 - 4. Z25-12, a request to rezone from the Ranch and Estate zoning district to the Single-Family Residential zoning district on Trippington Way (Aaron Vannoy)
- w. Second reading and public hearing of an ordinance for ROW25-01, a request to abandon the alley in Miles Addition, Block 41 between 4th & 5th St., east of Pecan St. (Aaron Vannoy)

Motion: Council Member Miller made a motion, seconded by Council Member Thompson, to approve the Consent Agenda with the exception of items 5i., 5k., 5l., 5n., 5p., and 5v. The motion carried unanimously (7) ayes to (0) nays with no public comment.

Motion: Council Member Miller made a motion, seconded by Council Member Gonzales, to approve items 5i., 5k., 5l., 5n., 5p., and 5v. as presented. The motion carried unanimously (7) ayes to (0) nays with no public comment.

6. Regular Agenda

- a. Presentation of the Downtown San Angelo, Inc. biannual report (Presentation made by DSA Executive Director Monica Ramos)

No action taken.

- b. Presentation and discussion regarding the Animal Services Task Force's recommendations (Presentation made by the Animal Services Task Force)

Citizen Juliana Evans (SDM 4) expressed her concerns regarding various Animal Shelter matters.

No action taken.

- c. Consider awarding bid PK-01-25 to Blink Marketing, Inc. (DBA Blink Signs), in the amount of \$209,045.53 sourced from HOT fund balance for Concho River wayfinding signage and authorizing the City Manager to negotiate and execute all related documents (Carl White)

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, with no public comment.

This item was taken out of order, after Item 6d.

- d. Discussion and possible action on the "Concho River Legacy Trail" project, including the following items:
 - 1. Consider a resolution endorsing private fundraising efforts to commission and install a series of sculptures entitled "Concho River Legacy Trail", which will depict the history of the Concho Valley. These sculptures are proposed for placement along the Concho River parks and within Santa Fe Park
 - 2. Authorize City staff to develop and issue a Request for Proposals (RFP) for the re-envisioning of the Concho River parks and Santa Fe Park. The RFP will seek professional services to create landscape plans that incorporate the proposed sculpture installations as part of the "Concho River Legacy Trail."(Presentation made by Parks and Recreation Director Carl White)

Citizen Steve Eustis (SMD 1) spoke in favor of the project.

Motion: Council Member Thomas made a motion, seconded by Council Member Gonzales, to approve the item as presented. The motion carried (6) ayes to (1) nay, with Council Member Hesse Smith casting the dissenting vote.

This item was taken out of order, after Item 6b.

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

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

- f. Second reading of ordinances for amendments to the following sections of Chapter 12 "Planning and Development," Exhibit A "Zoning Ordinance," Article 3 "Use Regulations":
 - 1. Section 311 "Cultural District Overlay Zone"
 - 2. Section 313 "Use Table"
 - 3. Section 304 "Commercial District Intent Statements" (Presentation made by Planning & Development Services Director Aaron Vannoy)

Citizen Steve Eustis (SMD 1) spoke in favor of the project.

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

- g. First reading and public hearing of ordinances for:
 - 1. Z24-16, a request to rezone from the General Commercial/Heavy Commercial zoning district to the General Commercial zoning district at 2830 N. Chadbourne, 2802 N. Chadbourne and 2810 N. Chadbourne
 - 2. CP24-06, a request to amend the Comprehensive Plan from Neighborhood Center to Commercial at 2802, 2810, and 2830 N. Chadbourne (Presentation made by Planning and Development Services Director Aaron Vannoy)

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

- h. Discussion and possible action of North TIRZ Non-Profit policy update (Presentation made by Planning & Development Services Director Aaron Vannoy)

Citizen Evelyn Smith (SDM 5) spoke in opposition to removing non-profits from eligibility.

Motion: Council Member Thompson made a motion, seconded by Council Member Thomas, to remove eligibility for non-profits to receive TIRZ funding. The motion carried (6) ayes to (1) nay with Council Member Gonzales casting the dissenting vote.

- i. Consider approving Tax Increment Reinvestment Zone incentive funding for 3 private projects totaling \$181,870.03 in the South TIRZ area (Presentation made by Planning & Development Services Director Aaron Vannoy)

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

New Quorum:

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

7. Closed Session

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

- a. Section 551.072 - Deliberations about real property regarding 1005 S. Park St.
- b. Section 551.072 - Deliberations about real property regarding 3415 Johnson Ave.
- c. Section 551.072 - Deliberations about real property regarding airport hangar lease
- d. Section 551.072 - Deliberations about real property regarding 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

8. Follow Up and Administrative Issues

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

Motion: Council Member Hiebert made a motion, seconded by Council Member Gonzales, authorizing the City Manager to negotiate and execute a purchase and sales agreement with Skybox Data Centers, LLC., for the sale of approximately 343.89 acres out of Surveys 19 & 20, W.C. Ry. Co., Abstracts 8138 and 4018, and approximately 8.39 acres out of Survey 4 ½, J.W. Johnson, Abstract 8647, with a purchase price of \$50,000 per acre based on the final survey and subject to City Council approval of an agreement under Chapter 380 of Texas Local Government Code. The motion carried unanimously (6) ayes to (0) nays with no public comment.

b. Announcements and consideration of Future Agenda Items

City Clerk Heather Stastny announced canvassing for the May 3, 2025 election is scheduled for Wednesday, May 14, 2025 at 8:30 A.M.

Council Member Hiebert requested a future agenda item to address TIRZ criteria.

9. Adjournment

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

There being no further business, the meeting adjourned at 1:57 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.)

City of San Angelo, Texas
Special City Council Meeting
Wednesday, May 14, 2025

Present:

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

1. Call to Order

With a quorum of the City Council Members present, Mayor Pro tem Gonzales called the special session of the San Angelo City Council to order at 8:30 a.m. on Wednesday, May 14, 2025 at the San Angelo McNease Convention Center, 501 Rio Concho Drive, San Angelo, Texas 76903.

2. Public Comment

No public comment.

3. Special Agenda

- a. Consider an ordinance canvassing the returns and declaring the results of the Bond Election held May 3, 2025 (Presentation made by City Clerk Heather Stastny)

Motion: Council Member Thomas made a motion, seconded by Council Member Hiebert, to approve the item as presented. The motion carried unanimously (5) ayes to (0) nays, with no public comment.

- b. Consider a resolution canvassing returns and declaring the results of the General Election held on May 3, 2025 (Presentation made by City Clerk Heather Stastny)

Motion: Council Member Hiebert made a motion, seconded by Council Member Miller, to approve the item as presented. The motion carried unanimously (5) ayes to (0) nays, with no public comment.

- c. Consider a resolution ordering a Runoff Election to be held on June 7, 2025, for the purpose of electing a Council Member for Single Member District 2 (Presentation made by City Clerk Heather Stastny)

Motion: Council Member Thomas made a motion, seconded by Council Member Miller, to approve the item as presented. The motion carried unanimously (5) ayes to (0) nays, with no public comment.

4. Follow Up and Administrative Issues

5. Adjournment

Motion: Council Member Hiebert made a motion, seconded by Council Member Thomas, to adjourn the meeting. The motion carried unanimously (5) ayes to (0) nays, with no public comment.

There being no further business, the meeting adjourned at 8:37 a.m.

THE CITY OF SAN ANGELO, TEXAS:

ATTEST:

Lucy Gonzales, Mayor Pro tem

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.)

DRAFT

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Sarah Tackett, Real Estate Manager, Real Estate

Meeting Date: May 20, 2025

Item type: Consent Item

Caption:

Consider approving an Access Agreement with the United States of America to continue sampling existing monitoring wells on city right-of-way and city-owned land and allowing the City Manager to negotiate and execute all related documents (Sarah Torres)

Staff Recommendation:

Approve

Summary/History:

At the September 8, 2022, City Council Meeting, Council approved an agreement to allow the United States of America to install 6 monitoring wells and 2 bore sample sites for the purpose of monitoring groundwater in the vicinity of Goodfellow Air Force Base. This new agreement is to allow the continued monitoring of the wells for groundwater quality.

Funding Source(s):

Financial Impact:

n/a

Other Information/Recommendation:

Staff recommends approval of this agreement.

Attachments:

Presentation:

Sarah Tackett

Approvals/Reviews:

Sarah Tackett

Sarah Tackett

Brandon Dyson

Shane Kelton

Created/Initiated

Approved

Approved

Approved

Brandon Dyson
Heather Stastny

Approved
Final Approval

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Sarah Tackett, Real Estate Manager, Real Estate

Meeting Date: May 20, 2025

Item type: Consent Item

Caption:

Consider approving a Miscellaneous Pipeline Easement (ME20250072), in the amount of \$2,350 for the use of right-of-way to construct and maintain a 20-in. casing housing and 12-in. waterline in the general location of the North Concho River crossing, on Edmund Blvd./W. 29th St., and authorizing the City Manager to negotiate and execute all related documents. (Shane Kelton, Sarah Torres)

Staff Recommendation:

Approve

Summary/History:

The 8-inch asbestos cement water main that runs along Edmund Blvd. and W. 29th St. has reached the end of its useful life and is scheduled for replacement in FY 2025 as part of the Glenna St./Edmund Blvd./W. 29th St. Utility Improvements project. The existing main crosses under the North Concho River where Edmund Blvd./W. 29th St. intersect the river at the bridge. The City must acquire an easement from the General Land Office of the State of Texas for the new water line and its casing to cross under the river at this location. The existing water main was installed prior to current regulations requiring easements to cross the river with public utilities.

Funding Source(s):

Fund:	Account:	Project Number:	Amount Budgeted:
Contract Services	260-4000-530.30-60		\$2,350

Financial Impact:

Total Consideration payment for the pipeline easement is \$2,350 for the 10-year term budgeted out of the fiscal year 2025 Water Capital Fund.

Other Information/Recommendation:

Staff recommends approval.

Attachments:

1. ME2025072 City of San Angelo ME2025072 City of San Angelo.pdf

Presentation:

Sarah Tackett

Approvals/Reviews:

Heather Stastny

Sarah Tackett

Brandon Dyson

Shane Kelton

Heather Stastny

Created/Initiated

Approved

Approved

Approved

Final Approval



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

May 1, 2025

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

Re: Miscellaneous Easement No.ME20250072
Tom Green County, Texas

Dear Mr. Lozano:

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

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

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

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

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

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

If you have any questions, please email me at Jeff.Burroughs@glo.texas.gov or call me at (512) 463-7845.

Sincerely,

Jeff Burroughs
Leasing Operations

Enclosures

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



Invoice for Account C000007443

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

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

Customer Information

Statement date: May 1, 2025

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

Activity Description
Pipeline-Water, Pipeline-Other

Invoice Summary

Contract Term: Effective Date 04/01/2025 - Expiration Date 03/31/2035
Total Consideration Payment: \$2,000.00

Amount Due

Invoice Date	Due Date	Lease Number	Description	Amount
May 1, 2025	May 21, 2025	ME20250072 AUS57831	Fee	\$350.00
May 1, 2025	May 21, 2025	ME20250072 AUS57831	Rental Payment	\$2,000.00
Total Due				\$2,350.00

State Agencies Are Required To Pay Via Interagency Voucher –AGY: 305 RTI: 305002 VID 33053053055000

Preparer: jburroug

CustomerID: C000007443

The State of Texas



Austin, Texas

MISCELLANEOUS EASEMENT (PIPELINES)

ME20250072

STATE OF TEXAS

§
§
§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF TOM GREEN

This Miscellaneous Easement (the "Agreement"), ME20250072, is granted by virtue of the authority granted in Section 51.291, *et seq.*, TEX. NAT. RES. CODE, 31 TEX. ADMIN. CODE §13.12, *et seq.*, and all other applicable statutes and rules, as the same exist on the date hereof or as they may be amended from time to time.

ARTICLE I. PARTIES

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

ARTICLE II. PREMISES

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

North Concho River and the easement is a right-of-way 9.2 rods long and 30 feet wide, being 15 feet either side of a centerline formed by the Improvements (as hereinafter defined), as constructed (the "Premises"). Notwithstanding the foregoing, during the period of initial construction not to exceed 120 days, the easement width shall be 100 feet wide, being 50 feet either side of the centerline instead of the easement width mentioned above. In addition, if repair and/or replacement of the pipeline is necessary, for a period not to exceed 60 days, Grantee shall again be granted additional easement width which shall be 100 feet wide being 50 feet either side of the centerline.

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

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

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

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

2.04 A. To the extent that Texas Government Code Section 2252.909 is applicable to this Agreement, Grantee must require, as a condition in any contract for the construction, alteration or repair of Improvements to the Premises, that the Grantee's contractor execute a performance bond, a payment bond, provide the requisite notice, and in all other respects comply with the requirements of Texas Government Code Section 2252.909. Texas Government Code Section 2252.909 provides, among other things, selected conditions stated herein.

B. Grantee, in any contract for the construction, alteration or repair of Improvements to the Premises, shall include a condition requiring that Grantee's contractor:

(i) execute a **payment bond** that conforms to Chapter 53, Texas Property Code, Subchapter I;

(ii) execute a **performance bond** in an amount equal to the amount of the contract for the protection of the Grantor and conditioned on the faithful performance of the contractor's work in accordance with the plans, specifications, and contract documents.

C. Grantee shall provide the GRANTOR with a **notice of commencement** of construction no later than ninety (90) days prior to the date the construction, alteration, or repair of Improvements to the Premises begins. Grantee's notice of commencement shall:

- (i) identify the public property where the work will be performed;
- (ii) describe the work to be performed;
- (iii) state the total cost of the work to be performed;
- (iv) include copies of the performance and payment bonds required above;
- (v) include a written acknowledgment signed by the contractor stating that copies of the required performance payment bonds will be provided to all subcontractors not later than the fifth day after the date a subcontract is executed.

ARTICLE III. TERM

3.01. This Agreement is for a period of ten (10) years, beginning on April 1, 2025, and ending on March 31, 2035, unless renewed, amended, or sooner terminated as authorized by law or as set forth herein.

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

- (i) providing written notice to the GRANTOR of Grantee's intent to renew the Agreement not less than ninety (90) days prior to expiration of the term of this Agreement; and
- (ii) completing and submit to the GRANTOR for approval, an application for renewal within thirty (30) days following the notice provided in Section 3.02(i); and

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

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

ARTICLE IV. CONSIDERATION AND TAXES

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

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

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

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

ARTICLE V. USE OF THE PREMISES

5.01. Grantee and Grantee's employees, contractors, and agents shall have the right to use the Premises for a right-of-

way to construct, maintain, operate, inspect, repair, change the size of, and replace one (1) 12.75-inch O.D. pipeline for the purpose of transporting potable water encased inside one (1) 20-inch O.D. pipeline (the "Improvements"). Grantee shall not change (i) the operation of the pipeline in any material respect or (ii) the category of products therein, without GRANTOR'S written permission, such permission not to be unreasonably withheld. It shall not be unreasonable for GRANTOR to withhold its consent for reasons that include, but are not limited to, Grantee's request for: a change in the category of products to be transported that is more "sour" (with reference to hydrogen sulfide content), or that is more volatile, than the original product category to be transported as contemplated by the Agreement; or, a change to a category of products that includes any non-hydrocarbon substances. Also, it shall not be unreasonable for GRANTOR to (a) condition its consent on Grantee procuring and providing proof to GRANTOR of adequate insurance to protect the Premises and (b) charge fees for (i) additional pipelines, and (ii) changes in use operation, including but not limited to, a use separate and apart from the original use contemplated by the Agreement, e.g. fiber optics and reverse flow. GRANTOR agrees to grant or deny such permission within thirty (30) days following Grantee's request for a category use change, provided such request includes all information necessary for GRANTOR to make an informed decision.

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

B. Grantee acknowledges and agrees that the GRANTOR'S right of ingress and egress described in Section 5.02.A. of this Agreement shall be and remain in effect as long as the Improvements and any other structure placed on the Premises by Grantee remain on the Premises, as necessary for the GRANTOR to confirm the removal (in whole or in part) of the Improvements, and/or until any claims of liability against GRANTOR arising in connection with the Improvements are finally resolved. Such right of ingress and egress shall survive the expiration or earlier termination of this Agreement, but only for so long as the Improvements remain on the Premises and/or any claims for liability have not been finally resolved.

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

1. Grantee is responsible for maintaining all structures authorized under this Agreement in good repair and safe condition, and in compliance with all existing state and federal regulations governing such work.
2. Grantee is required to perform mitigation and/or pay surface damage fees according to the GRANTOR's policy in effect at the time damages occur for any and all surface damages resulting from actions of Grantee's employees, contractors, and/or agents during the term of this easement. If mitigation is required Grantee will be notified in writing by the GRANTOR of the terms and conditions under which the mitigation shall be conducted. Such mitigation and/or payment of damage fees shall be performed in the manner and within the time frame specified in written notice provided by the GRANTOR to Grantee following said damages.

B. Prior to any construction, installation, repair, or other activities on the Premises, Grantee shall provide written notice of all the terms of this Agreement relating to the particular activity to any contractor and/or agent involved

in any such activity. On request, Grantee shall send a copy of such notice to the General Land Office, ATTN: Leasing Operations, 1700 North Congress Avenue, Austin, Texas 78701-1495.

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

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

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

ARTICLE VI. ASSIGNMENTS

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

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

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

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

ARTICLE VII. PROTECTION OF NATURAL AND HISTORICAL RESOURCES

7.01. With regard to all activities authorized herein, Grantee shall use all reasonable best efforts to: (i) prevent pollution of air, ground, and water in and around the Premises, and (ii) to protect and preserve natural resources and wildlife habitat. Grantee shall comply with all applicable rules and regulations of the General Land Office and other governmental agencies responsible for the protection and preservation of public lands and waters, natural resources, and wildlife habitat. In the event of a pipeline incident that is reportable to the U.S. Department of Transportation, the

General Land Office, or the Railroad Commission of Texas (or any other applicable regulatory agency) that may result in pollution of the Premises or adjacent property, Grantee shall notify the GRANTOR immediately upon discovery of such incident, use all means reasonably available to recapture any pollutants which have escaped or may escape, and mitigate for any and all natural resource damages caused thereby.

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

ARTICLE VIII. INDEMNITY

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

ARTICLE IX. DEFAULT, TERMINATION AND EXPIRATION

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

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

activities, all of which shall be in accordance with generally accepted current pipeline industry standards using available technology. Grantee shall notify the GRANTOR at least ten (10) days before commencing removal/restoration activities so that a General Land Office field inspector may be present.

ARTICLE X. NOTICE

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

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

ARTICLE XI. INFORMATIONAL REQUIREMENTS

11.01. A. For newly constructed pipelines, Grantee shall submit to the GRANTOR, within one hundred eighty (180) days following installation or construction of the Improvements authorized in this Agreement, an "as-built" survey and field notes prepared by a surveyor duly licensed by the State of Texas. The as-built survey shall be conducted in accordance with the GRANTOR'S survey requirements attached hereto as Exhibit C. Failure or refusal by Grantee to timely provide the as-built survey when due hereunder and the continuance of such failure for thirty (30) consecutive days after the receipt of the GRANTOR'S written notice to Grantee specifying such failure may be treated as a default by Grantee hereunder and the GRANTOR may, in addition to any other remedy and in the GRANTOR'S sole discretion, terminate this Agreement and require removal of any personal property and the Improvements located on the Premises in accordance with Section 9.02 of this Agreement.

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

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

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

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

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

11.03. Except with regard to initial construction/installation of the Improvements and emergencies, prior to conducting any activities at the Premises which may materially impact natural resources in or around the Premises, Grantee shall provide written notice to the GRANTOR describing the proposed activities in detail and any procedures which will be used to protect natural resources. Such notice shall be provided by Grantee to the GRANTOR at least sixty (60) days prior to conducting re-burial activities, and at least thirty (30) days prior to conducting major repairs, modification, or other activities. Grantee acknowledges and agrees that the GRANTOR shall have at least twenty (20) days following receipt of the notice to review the proposed activities and to impose specific conditions for conducting such activities which, in the GRANTOR'S sole determination, are necessary to protect natural resources or to mitigate for actual damages to natural resources. If the GRANTOR has not provided notice to Grantee within twenty (20) days following receipt of Grantee's notice, the GRANTOR is deemed to have approved, subject to the terms of this Agreement, the proposed activities to be conducted at the Premises. In case of emergencies, Grantee may undertake all actions necessary to prevent imminent injury or damage to public health, safety or welfare, and/or to protect natural resources, and Grantee shall undertake any such actions as are, in the pipeline industry, ordinary and commercially reasonable responses to such emergencies. Within twenty-four (24) hours following such emergency actions, Grantee shall provide notice to the GRANTOR of such actions as hereinabove provided.

ARTICLE XII. MISCELLANEOUS PROVISIONS

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

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

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

or obligation hereunder shall be deemed waived by the other party unless such waiver be in writing, signed by a duly authorized representative of the party.

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

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

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

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

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

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

ARTICLE XIII. RECORDING

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

ARTICLE XIV. ENTIRE AGREEMENT

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

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

[Remainder of the page left intentionally blank]

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

GRANTOR: THE STATE OF TEXAS

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

Date: _____

APPROVED:

Contents: JWB
Legal: _____
Deputy: _____
DCC: _____
CC: _____

GRANTEE: CITY OF SAN ANGELO

By: _____

(Printed Name)

Title: _____

Date: _____

ACKNOWLEDGMENT FOR GRANTEE

STATE OF _____ §

COUNTY OF _____ §

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

by _____.
(Grantee representative signing this document)

(Notary Signature)

Notary Stamp

Notary Public, State of _____

My commission expires: _____

VICINITY MAP

Exhibit A
ME20250072

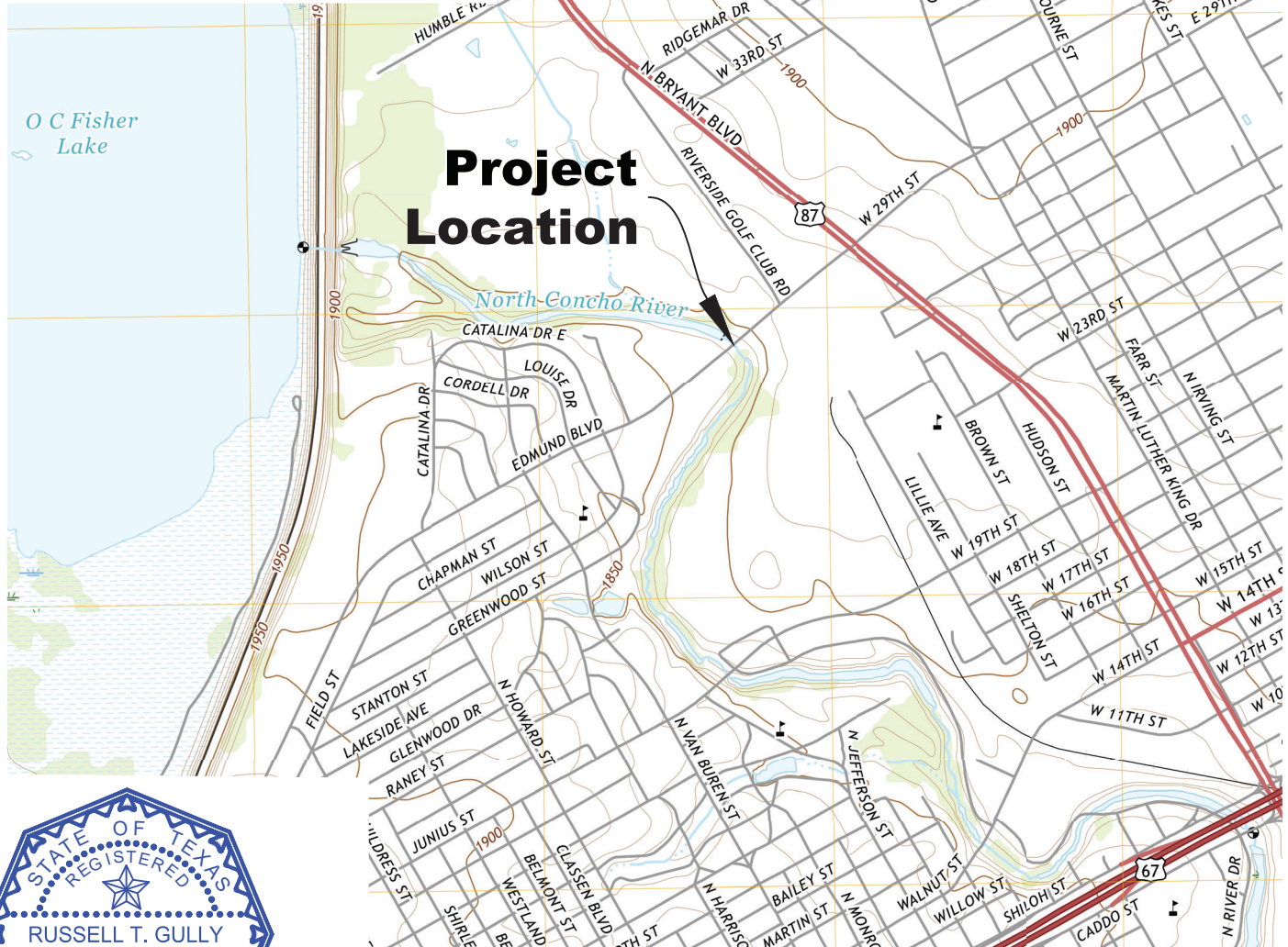


U.S. DEPARTMENT OF THE INTERIOR
U.S. GEOLOGICAL SURVEY



SAN ANGELO SOUTH QUADRANGLE
TEXAS - TOM GREEN COUNTY
7.5-MINUTE SERIES

Applicant Name: City of San Angelo
Applicant Address: 301 W. Beauregard Ave.
San Angelo, Texas 76903
Survey Name: J. Moehl Survey No. 191, Abstract No. 1656
and F.E. Cramer Survey No. 318, Abstract No. 112
Water Body Name: North Concho River



Project Location

ROAD CLASSIFICATION

Expressway ——— Local Connector ———
Secondary Hwy ——— Local Road ———
Ramp ——— 4WD ———



Interstate Route



US Route



State Route



0 1000 2000 4000
GRAPHIC SCALE : FEET



Date of Survey:
March 19, 2025

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

SKG

ENGINEERING, LLC

SURVEYING • ENVIRONMENTAL • LAB/CMT

706 SOUTH ABE STREET PHONE: 325.655.1288
SAN ANGELO, TEXAS 76903 FAX: 325.657.8189

FIRM REGISTRATION NUMBER F-7608 & 10102400
www.skge.com

NEW 12-INCH - EDMUND BLVD / 29TH STREET - WATER PIPELINE CROSSING NORTH CONCHO RIVER, CITY OF SAN ANGELO, TOM GREEN COUNTY, TEXAS

EXHIBIT A - VICINITY MAP

DWG BY:

DLH

DWG. DATE:

03.28.2025

JOB NO.

25-S-0288

SHEET NO.

SCALE:

1"=2000'

EX. A

SURVEY PLAT

Applicant Name: City of San Angelo
Applicant Address: 301 W. Beaugard Ave.
San Angelo, Texas 76903
Survey Name: J. Moehl Survey No. 191,
Abstract No. 1656 and F.E. Cramer Survey
No. 318, Abstract No. 112
Water Body Name: North Concho River

F.E. CRAMER SURVEY NO. 318 ABSTRACT NO. 112

TRACT 3
CALLED 2.786 ACRES
DREW POPE
DOCUMENT NO. 202107128
O.P.R.T.G.C.T.

TRACT A
CALLED 0.528 ACRES
THE CITY OF SAN ANGELO, TEXAS
VOLUME 552, PAGE 411
D.R.T.G.C.T.

TRACT A
CALLED 0.528 ACRES
THE CITY OF SAN ANGELO, TEXAS
VOLUME 552, PAGE 411
D.R.T.G.C.T.

REMAINDER TRACT ONE
CALLED 18.2 ACRES
HIRSCHFELD LAND CO., INC.
VOLUME 399, PAGE 577
D.R.T.G.C.T.

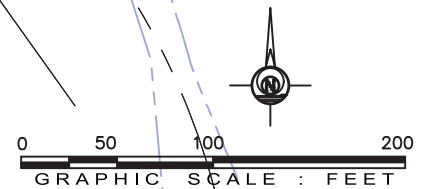
THE
CALLED 3.1416 ACRES
CITY OF SAN ANGELO, TEXAS
VOLUME 552, PAGE 415
D.R.T.G.C.T.

End Easement
N:10502623.59
E:2255031.55
STA=6+08
(HIGH BANK)

Begin Easement
N:10502526.80
E:2254915.51
STA=4+56.89
(HIGH BANK)

EASEMENT LENGTH:
9.158 RODS

Project Location



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

J. MOEHL SURVEY NO. 191 ABSTRACT NO. 1656

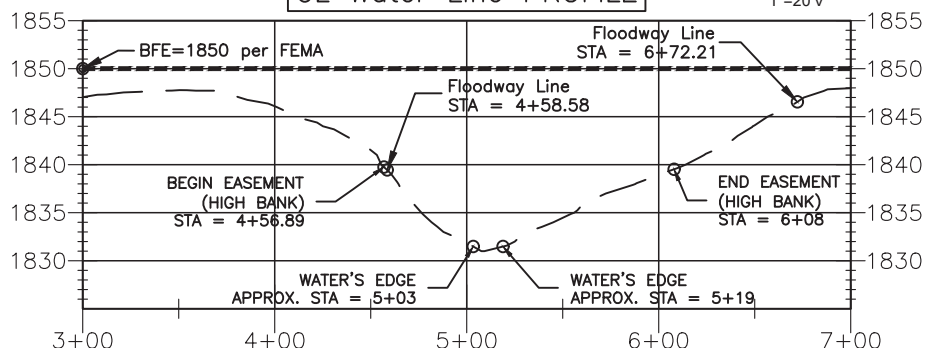


Date of Survey:
March 19, 2025
Revised April 8, 2025

RUSSELL T. GULLY
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5636

CL Water Line PROFILE

Scale: 1"=100'H
1"=20'V



SKG

ENGINEERING, LLC

SURVEYING • ENVIRONMENTAL • LAB/CMT

706 SOUTH ABE STREET PHONE: 325.655.1288
SAN ANGELO, TEXAS 76903 FAX: 325.657.8189

FIRM REGISTRATION NUMBER F-7608 & 10102400
www.skge.com

**NEW 12-INCH - EDMUND BLVD / 29TH
STREET - WATER PIPELINE CROSSING
NORTH CONCHO RIVER,
CITY OF SAN ANGELO,
TOM GREEN COUNTY, TEXAS**

EXHIBIT B - SITE MAP

DWG BY:

DLH

DWG. DATE:

04.08.2025

JOB NO.

25-S-0288

SHEET NO.

SCALE:

1"=100'

EX. B

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

Miscellaneous Easements (Pipeline)

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

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

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

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

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

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

A. GENERAL INSTRUCTIONS FOR ALL APPLICATIONS:

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

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

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

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

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

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

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

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

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

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

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

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

B. SPECIFIC INSTRUCTIONS:

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

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

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

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

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

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

a. Upland Tract (State Fee Lands):

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

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

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

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

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Charles Michalewicz, Engineer, Operations

Meeting Date: May 20, 2025

Item type: Consent Item

Caption:

Consider approving Task Order #5 with SKG Engineering, LLC for Foster Road and River Valley Ln. in the amount of \$106,200 and authorizing the City Manager to negotiate and execute all related documents (Patrick Frerich)

Staff Recommendation:

Approve

Summary/History:

The City of San Angelo has contracted with SKG Engineering to design Foster Road to its future arterial standards as well as to reduce the risk faced by Butler Farms residents inherent with a single point of entry and egress that is prone to flooding in certain rain events. Staff has applied for grant funding through Hazard Mitigation Grant Opportunities to complete this project, but has not been awarded funding to-date.

Based on feedback from the granting agencies on our applications, there is a need to bolster the hazard mitigation measures proposed in order to be more competitive for that funding. Task Order #5 will allow SKG to expand their scope to include a secondary access point for Butler Farms. The project will include an extension of River Valley Lane from Foster Road to Wolf Creek Drive.

These additional improvements will provide Butler Farms residents with an alternative route to and from their homes in the event that Foster Road overtops with storm runoff. The expanded project will also provide a more viable project for hazard mitigation and more strategically position future applications for grants funds to complete the proposed improvements.

This Task Order is assigned under the Master Contract with SKG Engineering per IDIQ PW-01-23.

Funding Source(s):

Fund:	Account:	Project Number:	Amount Budgeted:
			\$106,200

Financial Impact:

Other Information/Recommendation:

Staff recommends awarding Task Order #5 to SKG Engineering, LLC.

Attachments:

- | | | |
|----|---|---|
| 1. | River Vallley Lane SKG Fee Proposal (1) | River Vallley Lane SKG Fee Proposal (1).pdf |
|----|---|---|

Presentation:

Patrick Frerich

Approvals/Reviews:

Charles Michalewicz	Created/Initiated
Pete Madrid Jr.	Approved
Kevin Pate	Approved
Shane Kelton	Approved
Brandon Dyson	Approved
Jeffrey Tomlinson	Approved
Tina Dierschke	Approved
Brandon Dyson	Approved
Heather Stastny	Final Approval



February 5, 2025

Mr. Shane Kelton
Operations Director
301 West Beauregard Ave.
San Angelo, Texas 76903

Re: Fee Proposal for Professional Engineering Services
River Valley Lane Project
Foster Road to Wolf Creek Drive

Dear Mr. Kelton,

SKG Engineering, LLC proposes to provide surveying and engineering related services associated with the River Valley Lane Project. The extents are shown on exhibit A. The scope and lump sum fees are broken down by the Scope of Work outlined as follows.

1. TOPOGRAPHIC SURVEY

- a. **SKG** will perform the necessary survey field work to determine existing spot elevations and improvement and prepare the appropriate drawings for the design of the project.
- b. Scope includes approximately 7 acres north of the new River Valley Lane alignment out of the 129.233 Acre Tract and the WTU/AEP ROW.
- c. Fee for this scope is \$12,800.

2. RIGHT-OF-WAY SURVEY

- a. **SKG** will survey and delineate the Right-of-Way along the alignment of the Project.
- b. **SKG** determine the need for additional Right-of-Way for the Project.
- c. **SKG** will prepare legal descriptions and maps necessary to procure Right-of-Way or easements for the project.
- d. **Scope** includes approximately 7 acres north of the new River Valley Lane alignment out of the 129.233 Acre Tract and the WTU/AEP ROW.
- e. **Fee** for this scope will not exceed \$8,600.

3. GEOTECHNICAL INVESTIGATION

- a. **SKG** will perform a geotechnical investigation along the alignment of the project to include 4 boreholes to 15' along the alignment of the roadway and provide pavement recommendations and parameters for drainage structures.
- b. **Fee** for this scope will be \$8,200.

4. STREET PLAN PROFILE

- a. **Create** new alignment and layout River Valley Lane.
- b. **Design** new road profile for River Valley Lane as a local street.
- c. **Provide** detail sheets showing the appropriate COSA or TxDOT details necessary to construct the improvements.
- d. **Fee** for this scope is \$42,400.

5. DRAINAGE STRUCTURES

- a. **Evaluate** the existing drainage conditions contributing to the new segment of River Valley Lane.
- b. **Design** new drainage structures as required.
- c. **Evaluate** depth of flow in the street for the 2 and 100 year storm events per the COSA Stormwater Ordinance.
- d. **Provide** detail sheets showing the appropriate COSA or TxDOT details necessary to construct the improvements.
- e. **Fee** for this scope is \$22,400.

6. SPECIFICATIONS

- a. **Prepare** project manual including instructions, specifications and standards required to accomplish the foregoing. Use COSA standards, details and specifications where available, otherwise use TxDOT standards.
- b. **Fee** for this scope is \$6,400.

7. SUBMITTALS

- a. Preliminary Design Drawings, reports, specifications, opinion of probable construction cost, or other items as appropriate will be submitted at each milestone. COSA shall review and comments to be incorporated into future Design Drawings.
- b. Submittals will occur at 30, 60, 90, and 100 percent complete milestones.
- c. Submittals shall include an electronic copy in PDF.
- d. **Fee** for this scope is included in the fees stated above.

8. DELIVERABLES

- a. Complete electronic CAD Files on permanent media for COSA to create as-built drawings to be compatible with Autocad Civil 3D Version 2024.
- b. Final Plans & Specifications.
 - i. Electronically in PDF format.

- c. Reports listed herein.
- d. Engineer's Opinion of Probable Cost in Excel format.
- e. Bid Form in Excel format.
- f. Fee for this scope:
 - i. Street Project is \$3,600.
 - ii. Water Utility Project is \$1,800.

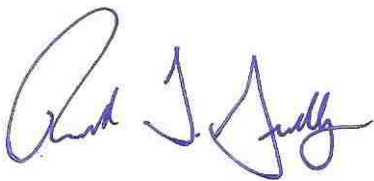
Fee Summary:

1.	Topographic Survey	\$12,800
2.	Right-of-Way Survey	\$8,600
3.	Geotechnical Investigation	\$8,200
4.	Street Plan-Profile	\$42,400
5.	Drainage Structures	\$22,400
6.	Specifications	\$6,400
7.	Submittals	Included
8.	Deliverables – Street	\$3,600
	Deliverables – Water Utility	<u>\$1,800</u>
	Total	\$106,200

Should additional services be required beyond those listed hereon a separate proposal identifying the additional services can be provided.

We appreciate the opportunity to respond to your request, if you have any further questions or comments, please feel free to contact me at rg@skge.com or (325) 652-1288.

Sincerely,



Russell T. Gully, P.E.
SKG Engineering

Attachment

EXHIBIT A

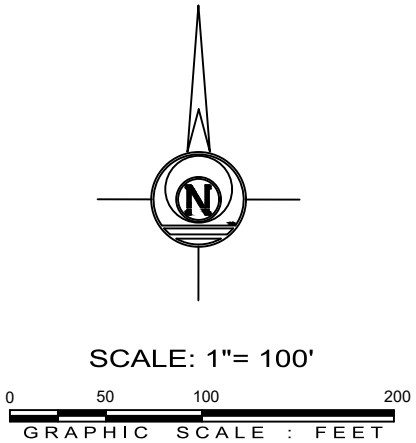


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ENGINEERING, LLC
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706 SOUTH ABE STREET
SAN ANGELO, TEXAS 76903

PHONE: 325.655.1288
FAX: 325.657.8189

FIRM No.: 10102400
www.skg.com



SKETCH SHOWING CONCEPTUAL ROADWAY
ALIGNMENT OF RIVER VALLEY LANE FROM
FOSTER ROAD TO WOLF CREEK DRIVE,
CITY OF SAN ANGELO, TOM GREEN
COUNTY, TEXAS.

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Charles Michalewicz, Engineer, Public Works

Meeting Date: May 20, 2025

Item type: Consent Item

Caption:

Consider approving Change Order #4 to PLW Waterworks in the amount of \$95,029.89 for the Hickory Expansion Project and authorizing the City Manager to negotiate and execute all related documents (Shane Kelton)

Staff Recommendation:

Approve

Summary/History:

The City of San Angelo entered into a contract with PLW Waterworks in 2023 for the expansion of the Hickory Well Field and Groundwater Treatment Facility as well as constructing two new clear wells for the Water Treatment Facility. Change Order #4 is the final change order to finalize this project and bring it to completion. There are multiple items associated with this change order and they are listed out on the change order that was submitted for approval by PLW and the City's contract engineering firm Emprotec - Hibbs and Todd. This change order will increase the final contract pricing by \$95,029.89 for a total contract price of \$53,105,944.89 and it will also extend the contract an additional 55 days.

Funding Source(s):

Fund:	Account:	Project Number:	Amount Budgeted:
527	527-4159-800.07-30		\$95,029.89

Financial Impact:

This item will increase the final contract price by \$95,029.89.

Other Information/Recommendation:

Staff recommends approval.

Attachments:

1. Contract 2 - CO# 004_Recommended Contract 2 - CO# 004_Recommended.pdf

Presentation:

Shane Kelton

Charles Michalewicz
Pete Madrid Jr.
Patrick Frerich
Shane Kelton
Brandon Dyson
Jeffrey Tomlinson
Tina Dierschke
Brandon Dyson
Heather Stastny

Created/Initiated
Approved
Approved
Approved
Approved
Approved
Approved
Final Approval



CHANGE ORDER NO.: 004

Owner:	City of San Angelo	Owner's Project No.:	527
Engineer:	Enrotec / Hibbs & Todd, Inc.	Engineer's Project No.:	7085
Contractor:	PLW Waterworks	Contractor's Project No.:	P5G
Project Name:	Hickory Groundwater Supply System Expansion		
Date Issued:	3/28/2025	Effective Date of Change Order:	Date Executed by Owner

The Contract is modified as follows upon execution of this Change Order:

Description:

1. This change order highlights a total of \$128,001.08 of project Proposed Change Orders (PCO) with the utilization of \$32,971.19 of Owner's Allowance funds and \$95,029.89 of additional cost associated with the PCO items as described below and attached. This change order also includes a total of 55 days of contract extension.

Summary:

1. PCO – 12 – 2B Angle for Overhead Rack: Covers the gap in the structural components between the existing system and the new rack. Cost: \$2,003.03
2. PCO – 13 – 2B Weld Testing: Testing and inspections. Cost: \$2,142.00
3. PCO – 16 – 2B 4in PVC Water Line Rerouting: Due to elevation conflict of existing and proposed piping, it is proposed to reroute the existing line above new effluent line. Cost: \$4,208.49
4. PCO – 26 – 2B Remote MOV Stations: This will include using PLW's scissor lift for the entire project. Cost: \$21,677.34
5. PCO – 27 – 2B Underground Obstructions: Additional work has come with the excavations for the yard piping and clearwell drain line, including significant underground structures that block the path of the piping. Cost: \$73,018.24
6. PCO – 28 – 2A Additional Column Pipe: A considerable deterioration has been identified in an existing pulled column pipe, requiring replacement with additional column pipes and related components. Costs: \$28,917.00
7. PCO – 29 – 2B Descoping Coating at LPPS: Descope the unnecessary coating in the Low Pressure Pump Station. Cost: -\$48,312.00
8. PCO – 31 – 2B New Flex Cable for Flow Meters: Replacing the existing conduits for the new flow meters at each existing well site is necessary due to the existing flexible conduits are not large enough for the flow meter factory cable connector. Cost: \$4,070.86
9. PCO – 33 – 2B Chemical Injection Modification: The injection quills for the chemical injection vaults will not be large enough to allow sufficient flow for the chlorine mixing in the chemical building. Cost: \$3,955.80
10. PCO – 34 – 2B Power and Control for Blower MOV: It is necessary for the Blower MOV's electrical and control wiring installation, as the current scope does not cover the wiring mechanisms required to operate the Blower MOV. Cost: \$7,728.47
11. PCO – 36 – 2B Power for the MOV RTU: This will install a conduit from the UPS-powered panel to the MOV RTU cabinet for 110-volt power. Cost: \$1,991.57

12. PCO – 38 – 2B Well Site 7 Flow Instruments: Due to inoperability, the flow converter and flow meter need to be replaced. Cost: \$8,833.52
13. PCO – 39 – 2B Steel Lids for Sleeve Valve Vault: This will be the implementation of all components except for the mounting hardware and other small tools required for the proper installation. Cost: \$15,247.05
14. PCO – 40 – 2B CLS Injection Point Change: The altered point of injection at the Existing North Clearwell is immediately above the tie in to the clearwell itself so that the flow of the water to the chemical injection vault will pull the CLS to the mixer with it. Cost: \$6,628.36
15. PCO – 41 – 2A Descoping Fencing: The portions of the fencing to be removed include removing fence and furnish and installing gate and fence replacement. Cost: -\$75,463.00
16. PCO – 42 – 2B Wiring to Power Analyzers: It has been requested to the electrical subcontractor to install additional conduits and wiring to supply three circuits for analyzers, ensuring compliance. Cost: \$10,853.48
17. PCO – 43 – 2B Junction Boxes for Gensets: Junction Boxes for the Trailer Mounted Generators termination to the new well houses at their Manual Transfer Switches have been added to the scope of work. Cost: \$5,757.10
18. PCO – 44 – 2B Heat Trace for NaOH Underground Line: To prevent NaOH crystallization in the underground line, it will include installing a new double-containment, heat-traced, and insulated NaOH line, which will run parallel to the non-insulated one with two heat trace circuits covering its underground length. Cost: \$58,869.62
19. PCO – 46 – 2B Motor Heater for Pump 6: This will cover the installation of a pre-heat circuit feature, while the VFD allows feature that will help the longevity of the vertical turbine pump. Cost: \$5,874.16
20. PCO – 47 – 2B Descoping Site Seeding: It will remove all seeding and revegetation requirements from its scope of work. Cost: -\$10,000.00

Due to WRT startup programming issues with the radium reduction system and the pressure filtration backwash, the Substantial Completion date was pushed an additional 55 days from October 23, 2024 to December 17, 2024. Due to this being out of the control of the Contractor, 55 days is recommended to be added to the Contract Time. This will update the Substantial Completion date to December 17, 2024.

After Substantial Completion another item that was out of the control of the Contractor were valve components that were confirmed shipped by the supplier but ultimately shipped to the wrong location. After coordinating with the supplier to track and reroute these items, they were deemed lost which caused these items to be fabricated and shipped again. This added 45 days to the Final Completion portion of Contract with a Final Completion date of April 1, 2025.

The overall Contract Price and Contract Times will change upon the execution of the Change Order.

After deducting the remaining Owners Allowance, \$32,971.19, from the total net Change Order cost of \$128,001.08, the Contract Price will increase by \$95,029.89.

Attachments:

1. PCO – 12 – 2B Angle for Overhead Rack
2. PCO – 13 – 2B Weld Testing
3. PCO – 16 – 2B 4in PVC Water Line Rerouting
4. PCO – 26 – 2B Remote MOV Stations
5. PCO – 27 – 2B Underground Obstructions
6. PCO – 28 – 2A Additional Column Pipe
7. PCO – 29 – 2B Descoping Coating at LPPS
8. PCO – 31 – 2B New Flex Cable for Flow Meters
9. PCO – 33 – 2B Chemical Injection Modification
10. PCO – 34 – 2B Power and Control for Blower MOV
11. PCO – 36 – 2B Power for the MOV RTU
12. PCO – 38 – 2B Well Site 7 Flow Instruments
13. PCO – 39 – 2B Steel Lids for Sleeve Valve Vault
14. PCO – 40 – 2B CLS Injection Point Change
15. PCO – 41 – 2A Descoping Fencing
16. PCO – 42 – 2B Wiring to Power Analyzers
17. PCO – 43 – 2B Junction Boxes for Gensets
18. PCO – 44 – 2B Heat Trace for NaOH Underground Line
19. PCO – 46 – 2B Motor Heater for Pump 6
20. PCO – 47 – 2B Descoping Site Seeding

Change in Contract Price	Change in Contract Times
Original Contract Price: \$ 53,010,915.00	Original Contract Times: Substantial Completion: 600 days Ready for final payment: 660 days
NO CHANGE from previously approved Change Orders \$ 0.00	NO CHANGE from previously approved Change Orders: 309 days
Contract Price prior to this Change Order: \$ 53,010,915.00	Contract Times prior to this Change Order: Substantial Completion: 909 days Ready for final payment: 969 days
Impact this Change Order: \$ 95,029.89	Impact this Change Order: Substantial Completion: 55 days Ready for final payment: 100 days
Contract Price incorporating this Change Order: \$ 53,105,944.89	Contract Times with all approved Change Orders: Substantial Completion: 964 Days Ready for final payment: 1069 Days

Recommended by Engineer

Signature: _____



By: _____

Leroy Arce

Title: _____

Construction Project Manager

Date: _____

3/28/2025

Accepted by Contractor



Michael Hughey

Senior Project Manager

3/31/2025

Authorized by Owner

Signature: _____

By: _____

Daniel Valenzuela

Title: _____

City Manager

Date: _____

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Pete Madrid Jr., Operations, Water Utilities

Meeting Date: May 20, 2025

Item type: Consent Item

Caption:

Consider approving a budget amendment for the Texas Water Development Board funding that supports Change Order #4 for the Hickory Expansion Project and required testing from the Texas Commission on Environmental Quality (Shane Kelton)

Staff Recommendation:

Approve

Summary/History:

The City is utilizing the TWDB's low interest loan program to fund the Hickory Expansion Project. As a part of the program, the City had to develop an itemized budget for the project and submit that budget to the TWDB to be eligible to receive funding from their program. This amendment to the itemized TWDB itemized budget will allow the City to cover the associated costs involved with Change Order #4 and the TCEQ required testing for the Hickory Expansion Project with TWDB program funds.

Funding Source(s):

Financial Impact:

Other Information/Recommendation:

Staff recommends approval.

Attachments:

1. San Angelo DWSRFL 1001050 Budget Amendment #4

San Angelo DWSRFL 1001050 Budget Amendment #4.pdf

Presentation:

Shane Kelton

Approvals/Reviews:

Pete Madrid Jr.

Created/Initiated

Shane Kelton
Brandon Dyson
Jeffrey Tomlinson
Tina Dierschke
Brandon Dyson
Heather Stastny

Approved
Approved
Approved
Approved
Approved
Final Approval

PROJECT BUDGET		SAN ANGELO eHT AMENDMENT FOR DWSRF L1001050		
Uses	DWSRF L1001050	Current Budget	Amended Budget Request	Revised Budget
Construction				
Construction	\$40,620,412	\$0.40		\$0.40
Subtotal Construction	\$40,620,412	\$0	\$0	\$0
Basic Engineering Fees				
Planning +	0.00	0.00		
Design	433,550.00	0.00		0.00
Construction Engineering	1,461,900.00	1,461,900.00		1,461,900.00
Basic Engineering Other ** TCEQ				
Verification Testing	\$0	\$0	\$85,500.00	\$85,500
Basic Engineering Other				
**				
Basic Engineering Other				
**				
Subtotal Basic Engineering Fees	\$1,895,450.00	\$1,461,900.00	\$85,500.00	\$1,547,400.00
Special Services				
Application	\$0	\$0		\$0
Environmental	\$50,000	\$0		\$0
Water Conservation Plan	\$0	\$0		
Surveying	\$0	\$0		
Geotechnical	\$0	\$0		
Testing	\$47,500	\$95,000		\$95,000
Permits	\$0	\$0	\$0	\$0
Inspection	\$1,117,850	\$1,343,850		\$1,343,850
O&M Manual	\$50,000	\$50,000	\$0	\$50,000
Post Construction Services	\$193,500	\$50,000		\$50,000
Record Drawings	\$50,000	\$50,000		\$50,000
Subtotal Special Services	\$1,520,850.00	\$1,598,850.00	\$0.00	\$1,598,850.00
Other				
Administration	\$0	\$0	\$0	
Land/Easements Acquisition	\$0	\$0	\$0	
Water Rights Purchase (If Applicable)	\$0	\$0	\$0	
Capacity Buy-In (If Applicable)	\$0	\$0	\$0	
Project Legal Expenses	\$0.00	\$0	\$0.00	
Subtotal Other Services	\$0.00	\$0	\$0.00	\$0
Fiscal Services			\$0	
Financial Advisor	\$138,950.00	\$144,950.00		\$144,950.00
Bond Counsel	\$134,820.00	\$144,076.73		\$144,076.73
Issuance Cost	\$17,010.00	\$0.00		\$0.00
Bond Insurance/Surety	\$0.00	\$0.00		\$0.00
Fiscal/Legal	\$10,663.00	\$400.00		\$400.00
Capitalized Interest	\$0.00	\$0.00		\$0.00
Bond Reserve Fund	\$2,293,777.00	\$2,293,776.56		\$2,293,776.56
Loan Origination Fee	\$1,180,237.00	\$1,180,237.00		\$1,180,237.00
	\$0.00			
CID-01 (New Production Wells)	\$0.00	\$8,431,390.00		\$8,431,390.00
CID-02 (Water Treatment Plant and Well Field Improvements)	\$0.00	\$40,515,623.00	\$95,029.89	\$40,610,652.89
Subtotal Fiscal Services	\$3,775,457.00	\$52,710,453.29	\$95,029.89	\$52,805,483.18
Contingency				
Contingency	\$8,262,831.00	\$303,796.31	-\$180,529.89	\$123,266.42
Subtotal Contingency	\$8,262,831.00	303,796.31	-180,529.89	123,266.42
TOTAL COSTS	56,075,000.00	56,075,000.00	0.00	56,075,000.00

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Craig Thomason, Assistant Chief / Support Services, Police
Meeting Date: May 20, 2025
Item type: Consent Item

Caption:

Report to Council regarding the use of \$62,213.20 in State/Local Seizure funds to support IT infrastructure, surveillance systems, and office furnishings for the new Narcotics Task Force building, DNA testing of shell casings, and the purchase of body armor (Craig Thomason)

Staff Recommendation:

Accept

Summary/History:

Overview of State/Local Seizure Fund Use – FY 2024–2025

Chapter 59 of the Texas Code of Criminal Procedure outlines the statutory guidelines for the forfeiture of contraband. Under Article 59.01, "contraband" is defined as any property—real or personal, tangible or intangible—used in the commission of a criminal offense or derived from the proceeds of criminal activity.

In many instances, the forfeiture process takes several years to conclude, often depending on the final disposition of the associated criminal case. Articles 59.01 through 59.062 govern the legal framework for this process. Due to the unpredictability of forfeiture timelines and award outcomes, it is not feasible to project annual revenues from seized assets. Therefore, departments typically utilize available funds collected in prior years, along with any unused balances carried over from previous expense accounts.

The primary categories of expenditure for forfeiture funds include:

- Equipment
- Safety supplies
- Software
- Investigative costs
- Vehicles (including associated expenses)

All purchases made with seizure and forfeiture funds are conducted in accordance with the City of San Angelo Purchasing Guidelines.

Below is an itemized list of State/Local seizure fund expenditures for Fiscal Year 2024–2025 (thus far). The list includes the Vendor, Purchase Order #, Item Description, and associated Cost.

Please note: The use of these funds is at the sole discretion of the Chief of Police. This report is provided to City Council for informational purposes only.

Fund 602 Restricted Funds

602-8500-421.05-65 Local Seizure Funds

Vendor	P.O.	Item Description	Cost
Ener-Tel Services	136189	Install security entry touchpad (Narcotics TF)	\$300.00
Angelo Titan Technologies	136262	Install Network Drops St. John's SAPD Offices (Narcotics TF)	\$12,143.30
Angelo Titan Technologies	136263	Install Network Cameras Indoor & Outdoor & cabling (Narcotics TF)	\$5,510.08
Office Furniture Discounters	136580	Furniture for Narcotics Task Force	\$12,577.95
DNA Labs International	136449	Requisition #147623 - testing of shell casings for DNA	\$9,925.00
Got You Covered	136738	Rifle-Resistant Plates (18 sets)	\$4,466.52
Got You Covered	136581	Bullet-Proof Vests for Recruits	\$17,290.35
		Total Expenses	\$62,213.20

Funding Source(s):

Financial Impact:

Seizure/Forfeiture Funds are Restricted Funds and not included as part of the General Fund Budget. The purchases mentioned in this report are from FY 24-25.

Other Information/Recommendation:

Attachments:

1. Angelo Titan Tech_Cameras	Angelo Titan Tech_Cameras.pdf
2. Angelo Titan Tech_Network Drops	Angelo Titan Tech_Network Drops.pdf
3. DNA Labs Intl_P O 136449	DNA Labs Intl_P O 136449.pdf
4. GotYouCovered_Vests_Cadets_PO136581	GotYouCovered_Vests_Cadets_PO136581.pdf
5. GYC_RifleResistant Plates_PO136738	GYC_RifleResistant Plates_PO136738.pdf

Presentation:

Craig Thomason

Approvals/Reviews:

Craig Thomason

Created/Initiated

Travis Griffith
Brandon Dyson
Jeffrey Tomlinson
Tina Dierschke
Brandon Dyson
Heather Stastny

Approved
Approved
Approved
Approved
Approved
Final Approval



Payment received after 10 days will incur a 10% late fee that will be included upon payment.



PURCHASE ORDER
CITY OF SAN ANGELO
72 WEST COLLEGE AVENUE
SAN ANGELO, TX 76903

**PURCHASE
ORDER NO.
136449**

DATE: 03/11/2025

VENDOR PHONE: (0)0-
VENDOR FAX: (0) -
VENDOR #: 12986
VENDOR ADDRESS: DNA LABS INTERNATIONAL
700 W HILLSBORO BLVD
BLDG. 3
DEERFIELD BEACH, FL 33441

SHIP TO: POLICE DEPARTMENT
401 E BEAUREGARD
SAN ANGELO, TX 76903

Our P.O. # MUST Appear on ALL Invoices, Packages and Correspondence

DELIVER BY	REQUISITION #	REQUISITION DATE	CONFIRMED BY
02/20/2025	0000147623	02/20/2025	
FOB	ACCOUNT NUMBER		AUTHORIZED BY
DESTINATION	60285004210565		DURAN, CONRAD

Item #	Quantity / Unit	Description/Remarks	Unit Cost	Extended Cost
1	1.00 EA	SPENT SHELL CASING SWAB PREP AND/OR 962 061	995.0000	995.00
		BODILY FLUID IDENTIFICATION - BASE SCREENING		
		Estimate #979870		
2	10.00 EA	SAMPLE PREPARATION AND/OR BODILY 962 061	495.0000	4,950.00
		FLUID IDENTIFICATION - SPENT CASINGS - SMALL CARTRIDGE - 9MM		
3	2.00 EA	EVIDENCE SAMPLE SUBMITTED 962 061	995.0000	1,990.00
4	2.00 EA	SWAB FROM SUSPECT/ACCUSED 962 061	995.0000	1,990.00
		OR VICTIM/COMPLAINANT		

TOTAL PURCHASE AMOUNT

\$9,925.00

Send Original and One Copy of Invoice to:
**POLICE DEPARTMENT
401 E BEAUREGARD
SAN ANGELO, TX 76903**

I

AUTHORIZED SIGNATURE



PURCHASE ORDER
CITY OF SAN ANGELO
72 WEST COLLEGE AVENUE
SAN ANGELO, TX 76903

**PURCHASE
ORDER NO.
136449**

DATE: 03/11/2025

VENDOR PHONE: (0)0-

VENDOR FAX: (0) -

VENDOR #: 12986

VENDOR ADDRESS: DNA LABS INTERNATIONAL
700 W HILLSBORO BLVD
BLDG. 3
DEERFIELD BEACH, FL 33441

SHIP TO: POLICE DEPARTMENT
401 E BEAUREGARD
SAN ANGELO, TX 76903

Our P.O. # MUST Appear on ALL Invoices, Packages and Correspondence

DELIVER BY	REQUISITION #	REQUISITION DATE	CONFIRMED BY
02/20/2025	0000147623	02/20/2025	
FOB	ACCOUNT NUMBER		AUTHORIZED BY
DESTINATION	60285004210565		DURAN, CONRAD



PURCHASE ORDER
CITY OF SAN ANGELO
72 WEST COLLEGE AVENUE
SAN ANGELO, TX 76903

**PURCHASE
ORDER NO.
136581**

DATE: 03/26/2025

VENDOR PHONE: (0)0-
VENDOR FAX: (0) -
VENDOR #: 11662
VENDOR ADDRESS: GOT YOU COVERED WORK WEAR & UN
IMPACT PROMOTIONAL SERVIC
1110 E. LANCASTER AVENUE
FORT WORTH, TX 76102
SHIP TO: POLICE DEPARTMENT
401 E BEAUREGARD
SAN ANGELO, TX 76903

*Our P.O. # **MUST** Appear on **ALL** Invoices, Packages and Correspondence*

DELIVER BY	REQUISITION #	REQUISITION DATE	CONFIRMED BY
04/30/2025	0000147933	03/25/2025	
FOB	ACCOUNT NUMBER		AUTHORIZED BY
DESTINATION	60285004210565		DURAN, CONRAD

Item #	Quantity	/ Unit	Description/Remarks	Unit Cost	Extended Cost
1	1.00	EA	AX11-2 VISION CARRIER & VESTS FOR 11 CADETS 200 072	17,290.3500	17,290.35

R.SALVATO, M.GIBSON, A.PARKER, C.FLORES, N.GRAY,

B.MILES, C.PIERCE, S.YAGGHIYAEI,
D.PRUITT, J.MCINTOSH, B.ALVARADO
11 NAMESTRIPS 1X4 1611 BLOCK
ADD VELCRO

BUYBOARD 670-22

TOTAL PURCHASE AMOUNT

\$17,290.35

Send Original and One Copy of Invoice to:
**POLICE DEPARTMENT
401 E BEAUREGARD
SAN ANGELO, TX 76903**

AUTHORIZED SIGNATURE _____



PURCHASE ORDER
CITY OF SAN ANGELO
72 WEST COLLEGE AVENUE
SAN ANGELO, TX 76903

**PURCHASE
ORDER NO.
136738**

DATE: 04/15/2025

VENDOR PHONE: (0)0-
VENDOR FAX: (0) -
VENDOR #: 11662
VENDOR ADDRESS: GOT YOU COVERED WORK WEAR & UN
IMPACT PROMOTIONAL SERVIC
1110 E. LANCASTER AVENUE
FORT WORTH, TX 76102
SHIP TO: POLICE DEPARTMENT
401 E BEAUREGARD
SAN ANGELO, TX 76903

Our P.O. # MUST Appear on ALL Invoices, Packages and Correspondence

DELIVER BY	REQUISITION #	REQUISITION DATE	CONFIRMED BY
06/15/2025	0000148110	04/15/2025	
FOB	ACCOUNT NUMBER		AUTHORIZED BY
DESTINATION	60285004210565		DURAN, CONRAD

Item #	Quantity	/ Unit	Description/Remarks	Unit Cost	Extended Cost
1	18.00	EA	10800 LVL IV 10X12 COMFORT CUT 680 008	248.1400	4,466.52

STAND ALONE PLATE
Rifle-Resistant plates

BUYBOARD #670-22

TOTAL PURCHASE AMOUNT

\$4,466.52

Send Original and One Copy of Invoice to:
**POLICE DEPARTMENT
401 E BEAUREGARD
SAN ANGELO, TX 76903**

AUTHORIZED SIGNATURE _____

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



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

Meeting Date: May 20, 2025

Item type: Consent Item

Caption:

Consider a resolution accepting the donation of Narcan (Naloxone) from the Drug Enforcement Administration via the Texas Department of Public Safety for the San Angelo Police Department (Craig Thomason)

Staff Recommendation:

Adopt

Summary/History:

The Police Department respectfully seeks approval to accept a donation of 240 units of Narcan (Naloxone) from the Texas Department of Public Safety (TX DPS), which received the supply from the Drug Enforcement Administration as part of a broader effort to equip law enforcement agencies with life-saving tools. Narcan is a medication used to rapidly reverse opioid overdoses and is safe, easy to administer, and highly effective in emergency situations. Having Narcan readily available in patrol units enhances our officers' ability to provide immediate aid during overdose incidents—often before EMS arrival—thereby increasing the chances of survival. At this time, the majority of the Narcan SAPD police officers possess is or will soon expire. This donation supports the department's ongoing efforts to protect lives and strengthens our response to the opioid crisis in the community. The estimated value of the donation is approximately \$10,800, based on an average retail cost of \$45 per unit.

Funding Source(s):

Financial Impact:

There is no cost to the City associated with this item. The 240 units of Narcan (Naloxone) are being donated at no charge to the Police Department by the Texas Department of Public Safety. The estimated value of the donation is approximately \$10,800. Acceptance of this donation will enhance public safety response capabilities without impacting the City's budget.

Other Information/Recommendation:

Attachments:

1. DEA Narcan Shipping Label

DEA Narcan Shipping Label.pdf

2. DEA Narcan Donation Resolution

DEA Narcan Donation Resolution.docx

Presentation:

Craig Thomason

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

Bill of Lading

Date: 04/09/2025
BOL: AMNL252095



PRO # 0169021531

amneal
PHARMACEUTICALS
40 Aberdeen Drive
Glasgow, KY 42141 | US
866-525-7369 - cargo@amneal.com

Customer PO: samples040825
Invoice ID: MABD-04/ 09/ 2025
Billing ID:
PRO/ManifestID: 0169021531
Service Type: Less Than Truckload

Carrier: Averitt Express (Standard)
Carrier SCAC: AVRT
Carrier Phone#: 800-283-7488
Quote #: 129274496
Equipment Type: Van-standard trailer

Origin/Shipper	Destination/Consignee	Freight Charges To
From: Amneal Pharmaceuticals LLC 40 Aberdeen Drive Glasgow, KY 42141 Contact: CARGO Department Phone: 866-525-7369 Email(s): cargo@amneal.com	To: DEA AMARILLO RESIENT OFFICE 500 South Taylor, Suite 500 Amarillo, TX 79101 United States Contact: Vernon Wilson Phone: 8665257369 Email(s): SYSTEMS@440TRANSIT.COM	Terms: Prepaid Bill: Amneal Pharmaceuticals % TMCO 500 WINN SCHOOL RD Glasgow, KY 42141 Phone: 615-306-9051 Email(s): lhl@440transit.com
Dock Name: Main Limited Access: None Pickup: 04/09/2025 FCFS Dock Open: 08:00:00 Dock Close: 16:00:00	Dock Name: Main Dock Limited Access: None Dock Open: 08:00:00 Dock Close: 17:00:00	

Products	Weight	Class	NMFC#	SKU	HZ	Description	Dimensions	Emergency Phone
1 Pallets	294	175	58770-08	1493646		63c Product for Human Consumption	48x40x55	

Shipping Units: 1 Pallets

Total Weight: 294

Special Instructions: "No Drop Trailers / Live Unload Only" ,

Pickup Notes:

Delivery Notes:

Received, subject to the classifications and tariffs in effect on the date of the issue of this bill of lading. The property described above in apparent good order, except as noted (contents and condition of package unknown), marked, consigned, and destined as indicated above which said carrier (being understood throughout this contract as meaning any person, corporation in possession of the property under the contract) agrees to carry its usual place of delivery at said destination, if on its route, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed as to each carrier of all or any of, said property over all or any portion of said route to destination and as to each party at any time interested in all or any said property, that every service to be performed hereunder shall be subject to all the bill of lading terms and conditions in the governing classification on the date of the shipment. Shipper hereby certifies that he is familiar with all the bill of lading terms and conditions in the governing classification and the said terms and conditions are hereby agreed to by the shipper.

Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property as follows:

"The agreed or declared value of the property is specifically stated by the shipper to be not exceeding _____ per _____"

Carrier Signature/Pick Up Date

Carrier acknowledges receipt of packages and required placards. Carrier certifies emergency response information was made available and/or carrier has the U.S. Department of Transportation emergency response guidebook or equivalent documentation in the vehicle.

Property described above is received in good order, except as noted.
Signature: Tony M...a Date: _____

Shipper Signature/Date

This is to certify that the above-named materials are properly classified, described, packaged, marked and labeled, and are in proper condition for transportation according to the applicable regulations of the Department of Transportation.

Signature: [Signature] Date: 4-9-25

Consignee Signature/Date

The property described above is received in apparent good order, except as noted.

Signature: _____ Date: _____

**A RESOLUTION BY THE CITY OF SAN ANGELO CITY COUNCIL
ACCEPTING THE DONATION OF NARCAN (NALOXONE) FROM THE TEXAS
DEPARTMENT OF PUBLIC SAFETY FOR THE SAN ANGELO POLICE
DEPARTMENT**

WHEREAS, Section 51.076(a) of the Texas Local Government Code provides that a municipality may hold property that it receives by gift, deed, devise, or other manner; and

WHEREAS, the City of San Angelo City Council finds it in the best interest of the citizens of San Angelo for the San Angelo Police Department to be equipped with resources that support emergency response to opioid overdoses; and

WHEREAS, the Texas Department of Public Safety (TX DPS) has offered to donate 240 units of Narcan (Naloxone) to the San Angelo Police Department; and

WHEREAS, Narcan is a medication used to rapidly reverse opioid overdoses and is a critical tool for law enforcement officers responding to such incidents; and

WHEREAS, this donation enhances officer readiness and strengthens the department's response to the ongoing opioid crisis, especially given that most of the department's current Narcan supply is expired or nearing expiration; and

WHEREAS, the estimated value of the donation is approximately \$10,800 based on an average retail price of \$45 per unit; and

WHEREAS, the City of San Angelo City Council desires to formally accept this donation and to authorize the City Manager to take all necessary actions to facilitate the receipt of the Narcan from TX DPS.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF SAN ANGELO, TEXAS: That the City of San Angelo hereby accepts the donation of 240 units of Narcan valued at \$10,800 from the Texas Department of Public Safety for use by the San Angelo Police Department.

PASSED and APPROVED this 20th day of May, 2025.

THE CITY OF SAN ANGELO, TEXAS:

ATTEST:

Heather Stastny, City Clerk

Brenda Gunter, Mayor

APPROVED AS TO FORM:

Brandon Dyson, Interim City Attorney

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Gail Smith, Budget Analyst, Police

Meeting Date: May 20, 2025

Item type: Consent Item

Caption:

Consider a resolution authorizing the City Manager to apply for and accept a Motor Vehicle Crime Prevention Authority grant for the Police Department to combat motor vehicle burglary and theft (Jeremy Cannady)

Staff Recommendation:

Approve

Summary/History:

The San Angelo Police Department is applying for grant funds from the Texas Department of Motor Vehicle Crime Prevention Authority Catalytic Converter Theft Apprehension Program. To enhance surveillance and apprehension of organized criminal activity, the police department is requesting a drone to be added to the FLOCK (license plate reader) program. The drone will share data with the LPR cameras and be run in coordination with the Task Force grant.

Funding Source(s):

Financial Impact:

The total grant request is \$160,755. The MVCPA grant fund covers \$133,962 of the expense; the City is required to cover 20% of the cost, at \$26,793. Equipment costs \$125,000. Travel expenses are included in the grant request. Travel costs include a trip to make the formal presentation to the Motor Vehicle Crime Prevention Authority and to attend quarterly meetings as required by the grant entity.

Other Information/Recommendation:

Attachments:

- | | |
|--|--|
| 1. Flock Aerodome Overview | Flock Aerodome Overview.pdf |
| 2. San Angelo Police Department Catalytic Converter Budget | San Angelo Police Department Catalytic Converter Budget.docx |
| 3. Resolution Motor Vehicle Crime Prevention Authority Grant_Final | Resolution Motor Vehicle Crime Prevention Authority Grant_Final.docx |

Presentation:

Jeremy Cannady

Approvals/Reviews:

Gail Smith

Travis Griffith

Brandon Dyson

Jeffrey Tomlinson

Tina Dierschke

Brandon Dyson

Heather Stastny

Created/Initiated

Approved

Approved

Approved

Approved

Approved

Final Approval

The Future of Air Support for Public Safety

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Flock Aerodome™ provides an end-to-end, next-generation Drone as First Responder (DFR) system that serves as a **force multiplier for your agency**. Get critical information about calls for service faster and more efficiently than ever before.

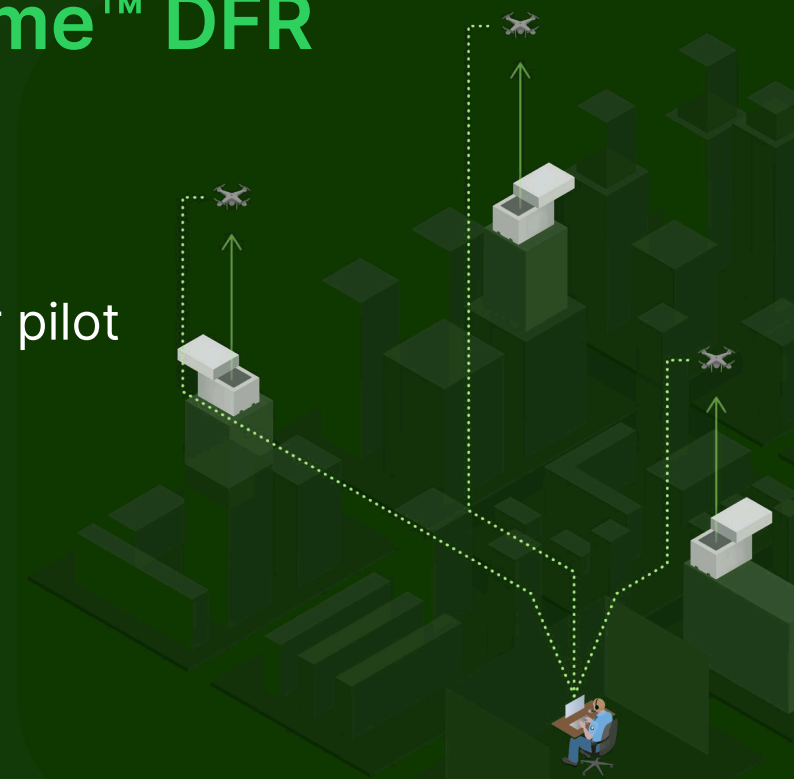
Standard DFR

- Manual
- Observer needed
- 1 drone per pilot



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- Fully automated
- Fully remote
- Multiple drones per pilot
- **No more physical presence** needed on a roof



Our software is purpose-built from the ground up for public safety. With Flock Aerodome™, your agency can:



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85 seconds to reach calls and deliver critical intelligence



CLEAR MORE CALLS

20% calls cleared without using patrol resources



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The all-in-one Drone as First Responder solution that includes software, hardware, and services for advanced DFR operations today.

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- **Community engagement**

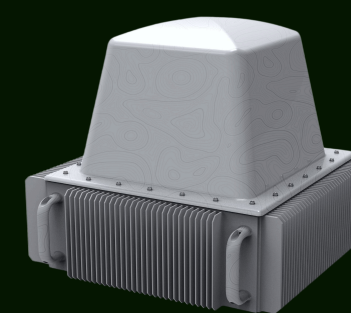
Best-In-Class Hardware



Drones with advanced payloads



Battery-swapping docking stations



3D Radar for airspace awareness



San Angelo Police Department Catalytic Converter Theft Apprehension Program
SB224 Catalytic Converter Grant Program

Budget Category	MVCPA Expenditures	Cash Match Expenditures	Total Expenditures	In-Kind Match
<i>Personnel</i>				
<i>Fringe</i>				
<i>Overtime</i>				
<i>Professional and Contract Services</i>				
<i>Travel</i>	\$8,962	\$1,793	\$10,755	
<i>Equipment</i>				
<i>Supplies and Direct Operating Expenses (DOE)</i>	\$125,000	\$25,000	\$150,000	
Total	\$133,962	\$26,793	\$160,755	
Cash Match Percentage		20.00%		

RESOLUTION NO. ____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN ANGELO, TEXAS
AUTHORIZING APPLICATION AND ACCEPTANCE OF A GRANT RELATED TO THE 2026
MOTOR VEHICLE CRIME PREVENTION AUTHORITY SB 224 CATALYTIC CONVERTER
GRANT PROGRAM**

WHEREAS, under the provisions of the Texas Transportation Code Chapter 1006 and Texas Administrative Code Title 43; Part 3; Chapter 57, entities are eligible to receive grants from the Motor Vehicle Crime Prevention Authority to provide financial support to law enforcement taskforces and agencies for economic motor vehicle theft, including catalytic converter theft; and

WHEREAS, this grant program will assist this jurisdiction to combat catalytic converter theft; and

WHEREAS, City of San Angelo has agreed that in the event of loss or misuse of the grant funds, City of San Angelo agrees and assures that the grant funds will be returned in full to the Motor Vehicle Crime Prevention Authority; and

WHEREAS, if awarded the grant, the City of San Angelo agrees to a maximum match of up to twenty percent (20%) of the awarded grant funds.

NOW THEREFORE, BE IT RESOLVED, and ordered that Daniel Valenzuela, City Manager, is designated as the Authorized Official to apply for, accept decline, modify, or cancel the grant application for the Motor Vehicle Crime Prevention Authority Grant Program and all other necessary documents to accept said grant; and

BE IT FURTHER RESOLVED, that Jeremy M Cannady, Lieutenant, is designated as the Program Director and GAIL L SMITH, Budget Analyst, is designated as the Financial Officer for this grant.

Adopted this _____ day of May 2025.

THE CITY OF SAN ANGELO TEXAS:

Brenda Gunter, Mayor

ATTEST:

Heather Stastny, City Clerk

APPROVED AS TO FORM:

Brandon Dyson, Interim City Attorney

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Connie Williams, Deputy City Clerk, Recreation

Meeting Date: May 20, 2025

Item type: Consent Item

Caption:

Second reading of an ordinance approving Standards of Care for Recreation Summer Camp held at Recreation Centers for ages 5 through 13 (Jesse Benes)

Staff Recommendation:

Adopt

Summary/History:

Texas Health and Human Services requires Council to adopt an annual ordinance with the standards of care for recreation programs. This enables Recreation to receive an exemption for not being a licensed day care facility while holding our annual summer camps.

Funding Source(s):

Financial Impact:

Fees are approved at \$75 per week per child with a one-time registration fee of \$50. A holding fee of \$25 is assessed for each camper that is absent for a week and wishes to hold their spot. We will take 60 campers at each location; Southside Recreation Center and Carl Ray Recreation Center. If we do not get enough to open locations, we will open Southside Rec Center only.

Other Information/Recommendation:

This is an annual requirement from Texas Health and Human Services.

Attachments:

- | | | |
|----|----------------------------------|---------------------------------------|
| 1. | 2025 Summer Standard of Care (3) | 2025 Summer Standard of Care (3).docx |
|----|----------------------------------|---------------------------------------|

Presentation:

Jesse Benes

Approvals/Reviews:

Connie Williams
Carl White

Created/Initiated
Approved

Brandon Dyson
Heather Stastny

Approved
Final Approval

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SAN ANGELO, TEXAS ESTABLISHING STANDARDS OF CARE FOR YOUTH RECREATION PROGRAMS CONDUCTED BY THE CITY FOR ELEMENTARY AGE CHILDREN THROUGH THE AGES OF 5 THROUGH 13; PROVIDING FOR COMPLIANCE WITH STATE LAW; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of San Angelo Texas (the “City”) is a home rule municipal corporation pursuant to Article 11, Section 5 of the Texas Constitution and its Home Rule Charter; and

WHEREAS, the City operates recreation programs for children, including elementary age children (ages 5 through 13); and

WHEREAS, Section 42.041 of the Texas Human Resources Code provides that no person may operate a child-care facility or a child -placing agency without a license issued by the Texas Department of Family and Protective Services, but provides an exception from that requirement in Section 42.041(b)(14) of the said Code for an elementary age (ages 5 through 13) recreation program operated by a municipality, provided the governing body of the municipality annually adopts standards of care by ordinance after a public hearing for such programs; and

WHEREAS, the City Council held a public hearing on May 6, 2025 regarding standards of care for its recreation program for elementary age children (ages 5 through 13) in accordance with Section 42.041(b)(14) of the Human Resources Code; and

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

SECTION 1. The findings set forth above are incorporated herein as if set forth verbatim.

SECTION 2. The standards of care set forth in **Exhibit “A”** attached hereto and made a part of this Ordinance for all purposes (the “Standards of Care”) are hereby adopted as the standards of care for all elementary age (ages 5 through 13) recreation program operated by the City of San Angelo, Texas (“City”) (collectively “Programs” and each a “Program”) including, without limitation, any summer camp program.

SECTION 3. All Programs are to be operated by the City' s Department of Parks and Recreation (“Department”). The Director of the Department, or the Director’s designee, (individually or collectively, the “Director”), shall administer the Programs in accordance with the Standards of Care. The Director may adopt rules in writing relating to the operation of Programs, which rules may be more restrictive than the Standards of Care. The Programs shall be operated in accordance with the Standards of Care (or, in the event the Director adopts rules that are more restrictive than the Standards of Care, in accordance with such rules).

SECTION 4. The Director shall provide the Standards of Care to the parents of each Program participant (and, in the event the Director adopts rules that are more restrictive than the Standards of Care, shall provide such rules to the parents of each Program participant). Further, the Director, or the Director's designee, shall inform the parents of each Program participant that the Program is not licensed by the State of Texas.

SECTION 5. The Program shall not be advertised as a child-care facility.

SECTION 6. The Director is authorized to take any and all steps, if any, as may be necessary to confirm the Program's exemption from State law as set forth in Section 42.041 of the Texas Human Resources Code.

SECTION 7. The above and foregoing recitals and premises to this Ordinance are true and correct and are incorporated herein and made a part hereof for all purposes.

SECTION 8. This Ordinance shall be cumulative of all other ordinances of the City and shall not repeal any of the provisions of those ordinances except in those instances where the provisions of those ordinances are in direct conflict with the provisions of this Ordinance.

SECTION 9. The provisions of this Ordinance are severable, and if any section or provision of this Ordinance or the application of any section or provision to any person, firm, corporation, entity, situation or circumstance is for any reason adjudged invalid or held unconstitutional by a court of competent jurisdiction, the same shall not affect the validity of any other section or provision of this Ordinance or the application of any other section or provision to any other person, firm, corporation, entity, situation or circumstance, and the City Council declares that it would have adopted the valid portions of this Ordinance adopted herein without the invalid or unconstitutional parts and to this end the provisions of this Ordinance adopted herein shall remain in full force and effect.

SECTION 10. This Ordinance shall take effect upon its passage and approval after second reading.

INTRODUCED with public hearing on the ____th day of _____ 2025, and finally PASSED on this ____th day of _____ 2025.

THE CITY OF SAN ANGELO, TEXAS:

Brenda Gunter, Mayor

ATTEST:

Heather Stastny, City Clerk

APPROVED AS TO FORM:

Brandon Dyson, Interim City Attorney

EXHIBIT “A”

STANDARDS OF CARE **FOR ELEMENTARY AGE (5 — 13) RECREATION PROGRAMS**

The following Standards of Care are adopted in compliance with Section 42.041(b)(14) of the Texas Human Resources Code. The Standards of Care herein set forth are intended to be minimum standards applicable to all elementary age (ages 5 through 13) recreation programs operated by the City of San Angelo Parks and Recreation Department, including, without limitation, any summer camp program. The Programs are not licensed by the State of Texas and shall not be advertised as a child-care facility. Any requests for accommodations or modifications to these Standards of Care made under the Americans with Disabilities Act shall be forwarded to the ADA Coordinator for review.

GENERAL ADMINISTRATION

1. Organization.

A. The governing body of the Youth Programs is the City Council of the City of San Angelo, Texas.

B. Implementation of the Youth Programs Standards of Care is the responsibility of the Parks and Recreation Department Director or his or her designee and Department employees.

C. These Standards of Care will apply to all Programs, including, without limitation, the Summer Camp Program.

D. Each Program Site will have available for public and staff review a current copy of the Standards of Care.

E. Parents of participants will be provided a current copy of the Standards of Care during the registration process for a Program. Further, a copy of the Standards of Care shall be placed online on the City's primary website.

F. Criminal background checks will be conducted on prospective Program employees. If results of a criminal background check indicate that a prospective Program employee has been arrested, charged with, or convicted of any of the following offenses, the prospective Program employee will not be considered for employment:

- (1) a felony or a misdemeanor classified as an offense against a person or family member;

- (2) a felony or misdemeanor classified as public indecency;
- (3) any offense for which a person is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure;
- (4) a felony or misdemeanor violation of any law intended to control the possession or distribution of any controlled substance;
- (5) any offense involving moral turpitude;
- (6) any offense that would, in the Director' s sole opinion, potentially put youth participants or the City at risk.

2. Definitions. For purposes of these Standards of Care, the following words shall have the respective meanings ascribed to them:

- A. City means the City of San Angelo.
- B. City Council means the City Council of the City.
- C. Department means the Parks and Recreation Department of the City.
- D. Director means the Parks and Recreation Department Director of the City or his or her designee.
- E. Employee(s) means people who have been hired to work for the City of San Angelo and have been assigned responsibility for managing, administering, or implementing some portion of a Program.
- F. Parent(s) means one or both parent(s) or adults who have legal custody and authority to enroll their child(ren) in a Program.
- G. Participant means a youth whose parent(s) have completed all required registration procedures and determined to be eligible for a Program.
- H. Programs means all (and Program means any of the) elementary age (ages 5 through 13) recreation programs operated by the Department, including, without limitation, the City Summer Camp Program (Summer Camp Program).
- I. Program Manual means a notebook of policies, procedures, required forms, and organizational and programming information relevant to each Program.
- J. Program Site means the area and facilities where a Program is held, consisting of the Southside Recreation Center, 2750 Ben Ficklin Road and Carl Ray Johnson Recreation Center, 1103 N. Farr St.
- K. Program Summer Camp Counselor or Counselor means a Department part-

time or seasonal employee who has been assigned responsibility by the Recreation Manager to implement the City's Summer Camp Program.

L. Recreation Manager means a full-time Department employee and who oversees the Program Coordinator and the operation of all Programs.

3. Inspections/ Monitoring/ Enforcement.

A. A written inspection report will be prepared by the Program Coordinator each month to confirm the Standards of Care are adhered to.

1) Each monthly inspection report will be sent by the Program Coordinator to the Recreation Manager for review and kept on record in accordance with the City's records retention policy.

2) The Recreation Manager will review the report and establish deadlines and criteria for compliance with the Standards of Care where failure to comply is determined.

B. The Recreation Manager will make visual inspections of the Programs based on the following schedule:

1) The Summer Camp Program will be inspected a minimum of two times during the Summer Camp Program's schedule.

2) Any other Program will be inspected at least once each week during the schedule for the Program.

C. Complaints regarding enforcement of the Standards of Care will be directed to the Coordinator. The Coordinator will be responsible to take the necessary steps to address any complaints and to resolve the problem(s), if any. Complaints regarding enforcement of the Standards of Care and their resolution will be recorded in writing by the Coordinator. All complaints regarding enforcement of the Standards of Care where a deficiency is determined will be forwarded to the Recreation Manager, with the complaint and the resolution noted.

4. Enrollment. Before a child can be enrolled in a Program, the parents must sign registration forms that contain the following information about the child:

A. name, address, home telephone number;

B. name and address of parent(s) and telephone number(s) during Program hours;

C. the names and telephone numbers of people to whom the child can be released;

D. a statement of the child's physical health, including a current immunization (shot) records, detailing any special problems or needs of the child;

E. proof of residency within the City when appropriate; and

F. a fully executed liability waiver and release.

5. Suspected Abuse.

Program employees will report suspected child abuse or neglect in accordance with the Texas Family Code. In the case where an employee is involved in an incident with a child that could be construed as child abuse, the incident must be reported immediately to the Recreation Manager. The Recreation Manager will then immediately notify the Director, the San Angelo Police Department, and any other agency as may be appropriate.

Texas state law requires the employees of the Programs to report any suspected abuse or neglect of a child to the Texas Department of Protective and Regulatory Services or a law enforcement agency. Failure to report suspected abuse is punishable by fines up to \$1,000 and/or confinement up to 180 days. Confidential reports may be made by calling 1-800-252-5400.

STAFFING - RESPONSIBILITIES AND TRAINING

1. Program Coordinator Qualifications.

- A. The Coordinator will be a part-time, employee of the Department, either hired for summer or filled by a current Recreation part-time staff member.
- B. The Coordinator must be at least 21 years old.
- C. The Coordinator must have at least two years experience planning and implementing recreational activities.
- D. The Coordinator must pass a background investigation, including, including testing for alcohol and illegal and unauthorized drugs.
- E. The Coordinator must have successfully completed a course in first aid and cardiopulmonary resuscitation (CPR) based on either American Heart Association or American Red Cross standards.

2. Coordinator' s Responsibilities.

- A. The Coordinator is responsible to administer the Programs' daily operations in compliance with the adopted Standards of Care.
- B. The Coordinator is responsible to recommend for hire, supervise, and evaluate Program seasonal employees.
- C. The Coordinator is responsible to plan, implement, and evaluate Programs.

3). Program Summer Camp Counselor Qualifications.

- A. Counselors will be part-time or seasonal employees of the Department.
- B. Counselors working with children must be age 16 or older.
- C. Counselors must be able to consistently exhibit competency, good judgment, and self-control when working with children.
- D. Counselors must relate to children with courtesy, respect, tolerance, and patience.
- E. Counselors must have successfully completed a course in first aid and CPR based on either American Heart Association or American Red Cross standards.
- F. Counselors must pass a background investigation, including testing for alcohol and illegal and unauthorized drugs.

4. Counselor Responsibilities.

- A. Counselors will be responsible to provide Program participants with an environment in which they can feel safe, can enjoy wholesome recreation activities, and can participate in appropriate social opportunities with their peers.
- B. Counselors will be responsible to know and follow all City, Department, and Program standards, policies, and procedures that apply to the Program.
- C. Counselors must ensure that Program participants are released only to a parent or an adult designated by the parent. The Program Site will have a copy of the approved plan to verify the identity of a person authorized to pick up a Program participant if that person is not known to the Counselor.

5. Training/ Orientation.

- A. The Department is responsible for providing training and orientation to Program employees working with children and for specific job responsibilities. The Coordinator will provide each Counselor with a Program manual specific to the applicable Program.
- B. Program employees must be familiar with the Standards of Care for Program operation as adopted by the City Council.
- C. Program employees must be familiar with the Program's policies, including discipline, guidance, and release of Program participants as outlined in the Program Manual.

D. Program employees will be trained in appropriate procedures to handle emergencies.

E. Program employees will be trained in areas including City, Department, and Program policies and procedures, provision of recreation activities, safety issues, and organization goals.

F. Program employees will be required to sign an acknowledgement that they received the required training.

OPERATIONS

1. Staff -Participant Ratio.

A. The standard ratio of Program participants to employees will be 15 to 1. In the event an employee assigned to a Program is unable to report to the Program Site, a replacement will be assigned.

B. Each participant shall have a Program employee who is responsible for the participant and who is aware of the participant's habits, interests, and any special problems as identified by the participant's parent(s) during the registration process.

2. Discipline.

A. Program employees will implement discipline and guidance in a consistent manner based on the best interests of Program participants.

B. There must be no cruel, harsh or corporal punishment or treatment used as a method of discipline.

C. Program employees may use brief, supervised separation from the group if necessary.

D. As necessary, Program employees will initiate discipline reports to the parent(s) of participants. Parents will be asked to sign discipline reports to indicate they have been advised about specific problems or incidents.

E. A sufficient number and/or severe nature of discipline reports as detailed in the Program Manual may result in a participant being suspended or removed from the Program or all Programs.

F. In instances where there is a danger to participants or employees, offending participants will be removed from the Program Site as soon as possible.

3. Programming.

- A. Program employees will attempt to provide activities for each Program Group according to the participants' ages, interests, and abilities. The activities must be appropriate to participants' health, safety, and well-being. The activities also must be flexible and promote the participants' emotional, social, and mental growth.
- B. Program employees will attempt to provide indoor and outdoor time periods that include:
 - 1) alternating active and passive activities;
 - 2) opportunity for individual and group activities, and
 - 3) outdoor time each day weather permits.
- C. Program employees will be attentive and considerate of participants' safety on field trips and during any transportation provided by the Program.
 - 1) During trips, Program employees supervising participants must have immediate access to emergency medical forms and emergency contact information for each participant.
 - 2) Program employees must have a written list of the participants in the Program group and must check the roll frequently.
 - 3) Program employees must have first aid supplies and a guide to first aid and emergency care available on field trips.

4. Communication.

- A. The Program Site will have a cell phone to allow the Program employees to be contacted by Department recreation employees and vice versa.
- B. The Coordinator will post the following telephone numbers adjacent to a telephone accessible to all Program employees:
 - 1) City ambulance or emergency medical services;
 - 2) City Police Department
 - 3) City Fire Department
 - 4) The Parks and Recreation Office; and

5) Numbers at which parents may be reached.

5. Transportation.

A. Before a participant may be transported to and from City -sponsored activities, a transportation form, completed by the parent of the participant, must be filed with the Coordinator.

B. First aid supplies and a first aid and emergency care guide will be available in all Program vehicles that transport children.

C. Program employees will carry a cell phone at all times.

FACILITY STANDARDS

1. Safety.

A. Program employees will inspect program sites daily to detect sanitation and safety concerns that might affect the health and safety of the participants.

B. Buildings, grounds, and equipment on the Program Site will be inspected, cleaned, repaired, and maintained to protect the health of the participants.

C. Program equipment and supplies must be safe for the participants' use.

D. Program employees must have first aid supplies readily available at the Program Site, during transportation to an off-site activity, and for the duration of any off site activity.

2. Fire.

A. In case of fire, danger of fire, explosion, or other emergency, Program employees' first priority is to evacuate the participants to a designated safe area.

B. The Program Site will have an annual fire inspection by the local Fire Marshal, and the resulting report will detail any safety concerns observed. The report will be forwarded to the Recreation Manager who will review and establish deadlines and criteria for compliance if any deficiencies or concerns are determined to exist.

C. The Program Site must have at least one fire extinguisher readily available to all Program employees. All Program employees will be trained in the proper use of fire extinguishers.

D. Fire drills will be initiated at Program Sites based on the following schedule:

- 1) Summer Camp Program: A fire drill twice during the session.
- 2) Other Programs: A fire drill at least once during the session.

3. Health.

A. Illness or Injury

- 1) A participant who is considered to be a health or safety concern to other participants or employees will not be admitted to a Program.
- 2) Illnesses and injuries will be handled in a manner to protect the health of all participants and employees.
- 3) Program employees will follow plans to provide emergency care for injured participants with symptoms of an acute illness as specified in the Program Manual.

B. Program employees will follow the recommendation of the Texas Department of Health concerning the admission or readmission of any participant after a communicable disease.

- 1) Program employees will administer medication (limited only to an epinephrine pen (auto -injector) and an asthma inhaler) to participants only if: Parent(s) complete and sign a medication form provided by the City to include, among other things, an indemnity and hold harmless provision, and a waiver and release provision) that provides authorization for Program employees to dispense the medication, with details as to time and dosages.
- 2) The medication is in its original container labeled with the participant's name, a date, directions, and the physician's name. Program employees will administer the medication only as stated on the label. Program employees will not administer medication after the medication's expiration date.

Program employees will not administer any other medication.

C. Toilet Facilities.

- 1) The Program Site will have inside toilets located and equipped so participants can use them independently and Program employees can supervise as needed.
- 2) An appropriate and adequate number of lavatories will be provided.

D. Sanitation.

- 1) The Program facilities will have adequate light, ventilation, and heat.

2) The Program will have an adequate supply of water meeting the standards of the Texas Department of Health for drinking water and ensure that it will be supplied to the participants in a safe and sanitary manner.

3) Program employees will see that garbage is removed from buildings daily.

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Aaron Vannoy, Director, Planning and Development Services

Meeting Date: May 20, 2025

Item type: Consent Item

Caption:

Second reading of ordinances for:

1. Z24-16, a request to rezone from the General Commercial/Heavy Commercial zoning district to the General Commercial zoning district at 2830 N. Chadbourne, 2802 N. Chadbourne and 2810 N. Chadbourne
2. CP24-06, a request to amend the Comprehensive Plan from Neighborhood Center to Commercial at 2802, 2810, and 2830 N. Chadbourne (Aaron Vannoy)

Staff Recommendation:

Adopt

Summary/History:

The rezoning for 2830 N. Chadbourne, 2802 & 2810 N. Chadbourne came to us from a policy within the TIRZ program. All properties with the current zoning of CG/CH (General Commercial/Heavy Commercial) shall be rezoned. After discussion with the Council and with the applicant, the decision has been made to move forward with a general commercial rezoning request. The property will be able to continue to move forward with their proposed projects. The vehicle repair business will become a non-conforming use but will be able to stay as long as there is not a change of occupancy. The specific use for this type of vehicular repair shop could request to obtain a Conditional Use in the future as needed. The Comprehensive plan from 2003 shows this area may become less intensive. However, that has not been the case. Therefore, City staff believe moving this to a higher commercial vision plan is appropriate for future growth.

Funding Source(s):

Financial Impact:

Other Information/Recommendation:

Attachments:

- | | |
|---------------------------------------|---|
| 1. Z24-16 & CP24-06 Staff Report | Z24-16 & CP24-06 Staff Report.pdf |
| 2. 2802-2810-2830 N Chadbourne CP | 2802-2810-2830 N Chadbourne CP.docx |
| 3. 2802-2810-2830 N Chadbourne Z24-16 | 2802-2810-2830 N Chadbourne Z24-16.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 - Z24-16 & CP24-06

Planning Commission: March 24, 2025

City Council 1st reading: April 15, 2025

APPLICATION TYPE:		CASES:	
Zoning & Comp Plan Amendment		Z24-16 & CP24-06: 2802, 2810, & 2830 N Chadbourne St	
SYNOPSIS:			
A request for approval of a zone change from (CG/CH) General/Heavy Commercial to (CH) Heavy Commercial at 2830 N Chadbourne and (CG) General Commercial at 2802 & 2810 N Chadbourne and a Comprehensive Plan Amendment from Neighborhood Center to Commercial for the properties located at 2802, 2810, & 2830 N Chadbourne St.			
LOCATION:		LEGAL DESCRIPTION:	
2802, 2810, & 2830 N Chadbourne St		Acres: 0.179, Lot: 13 REPLAT, Subd: CUNNINGHAM C L ADDITION Acres: 0.341, Abst: A-0112 S-0318, Survey: F E CRAMER, 0.341 ACRES Acres: 0.776, Abst: A-0112 S-0318, Survey: F E CRAMER, 0.7760 ACRES	
SM DISTRICT / NEIGHBORHOOD:	ZONING:	FUTURE LAND USE:	SIZE:
District #4 – Lucy Gonzales Neighborhood – Reagan	Currently: CG/CH Requesting: CH & CG	Currently: Neighborhood Center Requesting: Commercial	Acres: 0.179 Acres: 0.341 Acres: 0.776
NOTIFICATIONS:			
26 notifications sent on 3/07/25. Received 0 in favor and 0 opposed.			
STAFF RECOMMENDATION:			
Staff recommend approval of a zone change from (CG/CH) General/Heavy Commercial to (CH) Heavy Commercial and (CG) General Commercial and a Comprehensive Plan Amendment from Neighborhood Center to Commercial for the properties located at 2802, 2810, & 2830 N Chadbourne St.			
PROPERTY OWNER/PETITIONER:			
Petitioner: City Planning Division			
STAFF CONTACT:			
Rae Lineberry Planner (325) 657-4210, ext 1533 Rae.lineberry@cosatx.us			

Additional Information: The owner of 2830 N Chadbourne applied for TIRZ and a requirement is to clean up and remove the zoning of both General/Heavy Commercial (CG/CH) to one that is appropriate for the land use. 2830 N Chadbourne has an auto repair shop that will require Heavy Commercial (CH) zoning. The other two properties, 2802 & 2810 N Chadbourne, will fit under General Commercial (CG) and allows the Comprehensive Plan of Commercial to be extended north across the three properties.

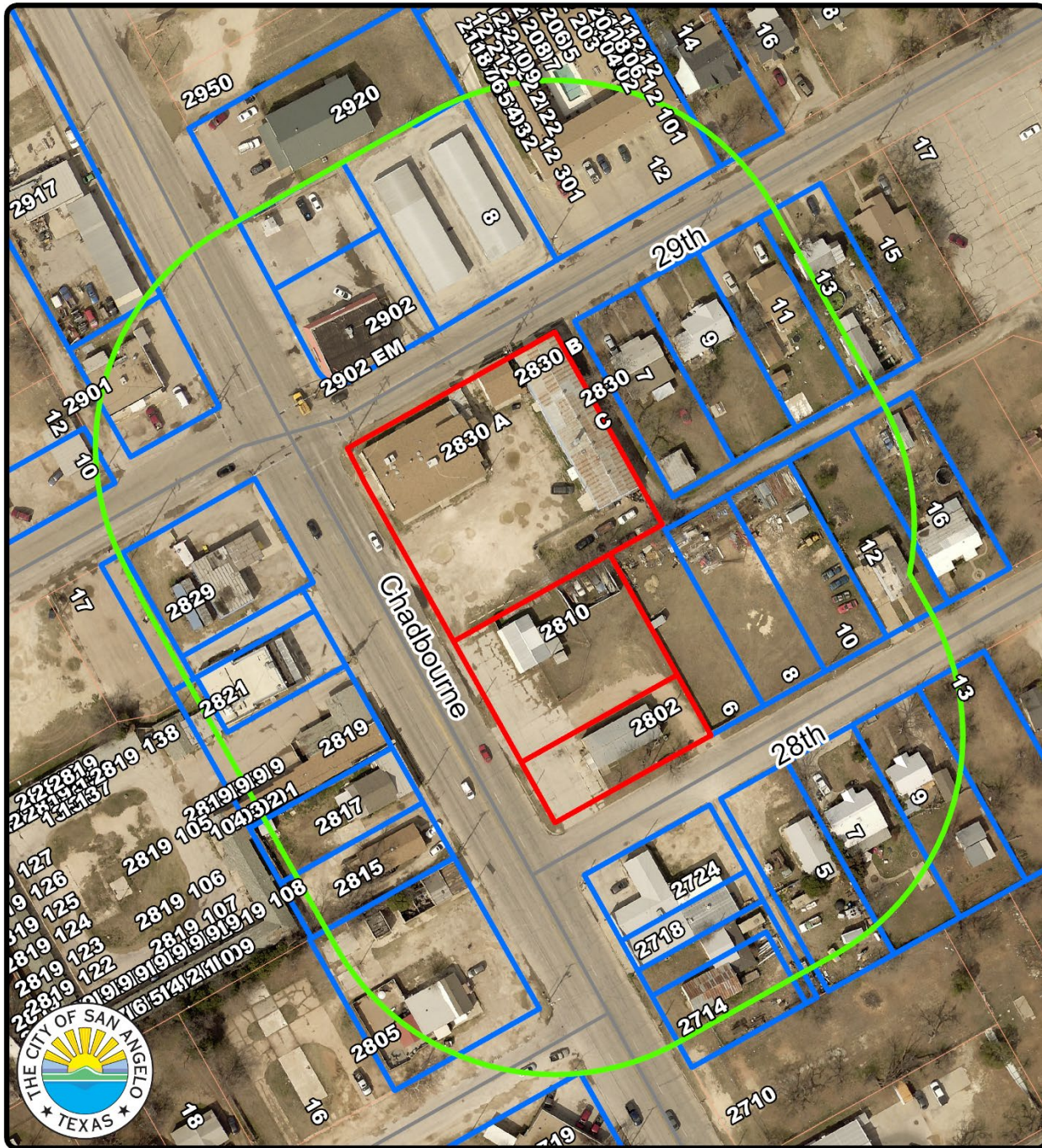
1. **Compatible with Plans and Policies.** **Whether the proposed amendment is compatible with the Comprehensive Plan and any other land use policies adopted by the Planning Commission or City Council.** The proposed zoning and comprehensive plan amendment is removing the multi-zoning code that Staff is trying to phase out of the Zoning Ordinance. It allows the area to stay commercial along Chadbourne St.
2. **Consistent with Zoning Ordinance.** **Whether and the extent to which the proposed amendment would conflict with any portion of this Zoning Ordinance.** The proposed zoning does not conflict with the zoning ordinance and allows the businesses to continue as is.
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 is compatible with the surrounding area as it is mainly commercial along N Chadbourne St.
4. **Changed Conditions.** **Whether and the extent to which there are changed conditions that require an amendment.** TIRZ requires the removal of General/Heavy Commercial (CG/CH). This will meet that requirement and will fit the area.
5. **Effect on Natural Environment.** **Whether and the extent to which the proposed amendment would result in significant adverse impacts on the natural environment, including but not limited to water and air quality, noise, storm water management, wildlife, vegetation, wetlands and the practical functioning of the natural environment.** There are no anticipated adverse effects on neighboring properties.
6. **Community Need.** **Whether and the extent to which the proposed amendment addresses a demonstrated community need.** Commercial along a minor arterial fit the community need.
7. **Development Patterns.** **Whether and the extent to which the proposed amendment would result in a logical and orderly pattern of urban development in the community.** The properties will meet the development pattern of commercial along N Chadbourne St.

Recommendation:

Staff recommend **approval** of a zone change from (CG/CH) General/Heavy Commercial to (CG) General Commercial and a Comprehensive Plan Amendment from Neighborhood Center to Commercial for the properties located at 2802, 2810, & 2830 N Chadbourne St.

Attachments:

Notification Map
Zoning Map
Vision Plan Map



200' Notification Map
CP24-06: 2830 N Chadbourne

Council District: #4 Lucy Gonzales
Neighborhood: Reagan

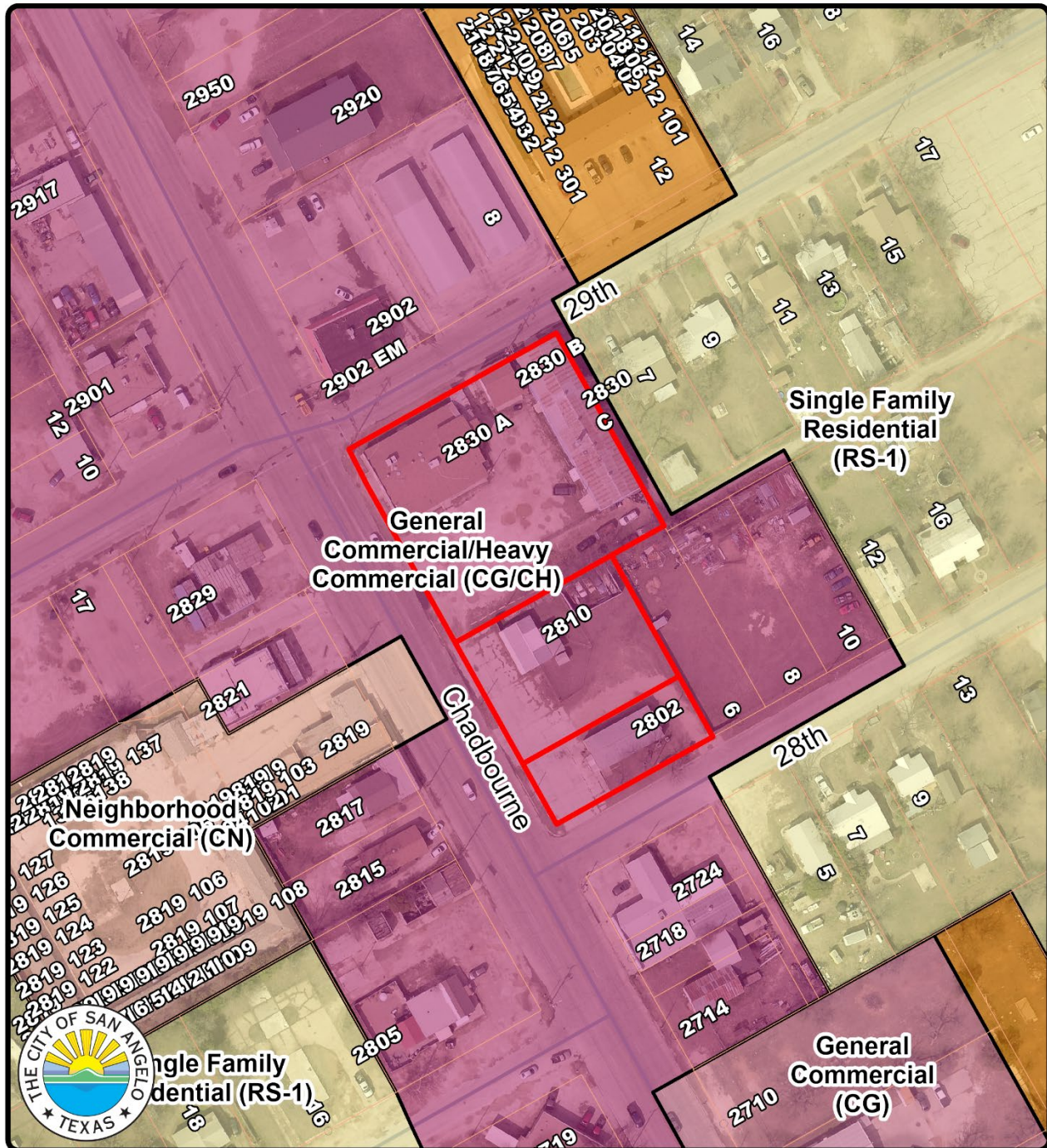
Scale: 0 0.01 0.02 0.03 0.04 Miles

200' Range: 

Subject Property: 

Notified Properties: 





Zoning Map
CP24-06: 2830 N Chadbourne

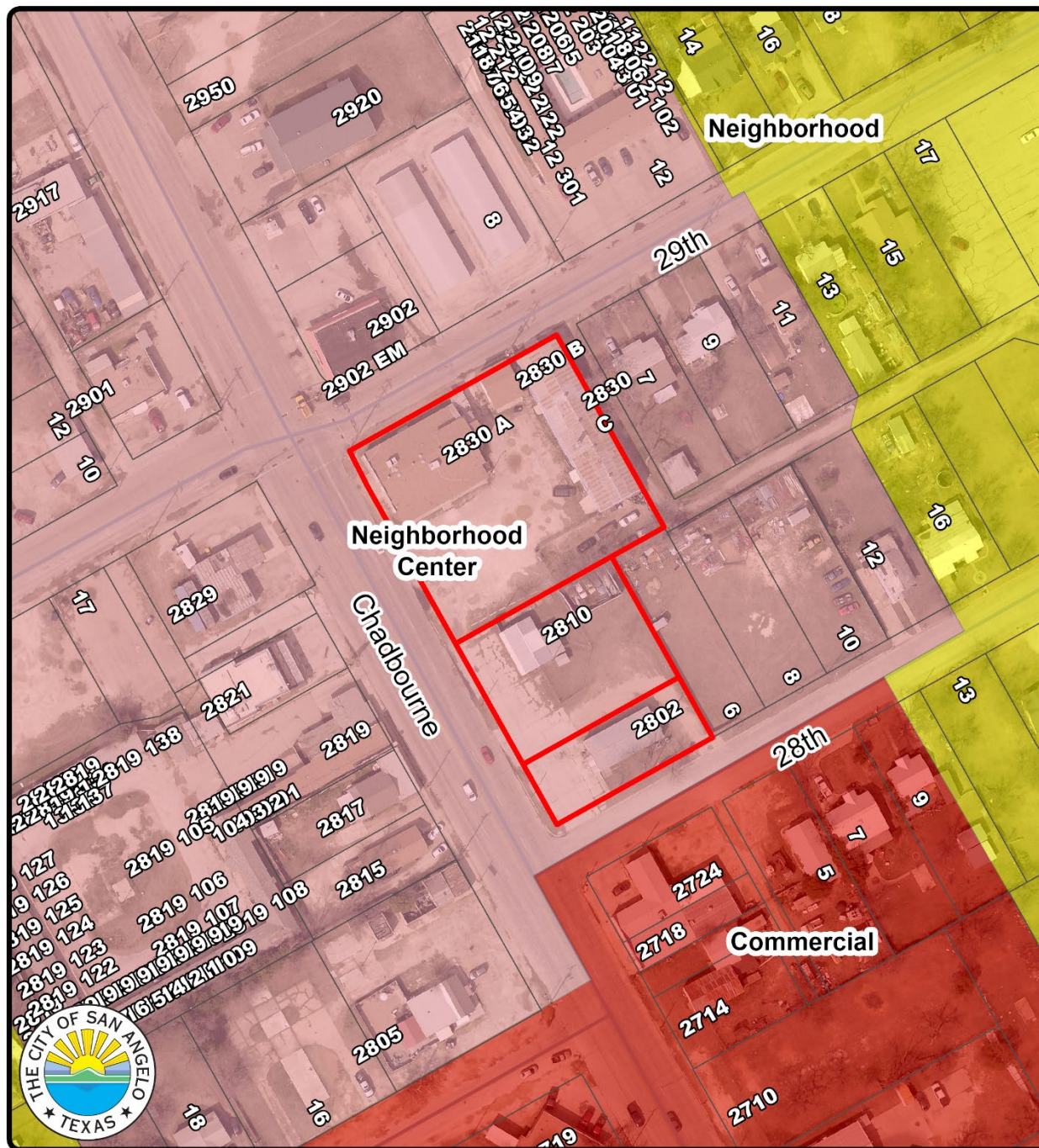
Council District: #4 Lucy Gonzales
Neighborhood: Reagan

Scale: 0 0.01 0.02 0.03 0.04 Miles

Subject Property: —

N





Vision Map

CP24-06: 2830 N Chadbourne

Council District: #4 Lucy Gonzales

Neighborhood: Reagan

Scale: 0 0.01 0.02 0.03 0.04 Miles

Subject Property: —



AN ORDINANCE OF THE CITY OF SAN ANGELO, TEXAS, AMENDING THE CITY'S COMPREHENSIVE PLAN BY CHANGING THE FUTURE LAND USE PLAN MAP DESIGNATION OF CERTAIN LANDS LOCATED AT **APPROXIMATELY .179 ACRES LOCATED AT 2802 N CHADBOURNE, .341 ACRES LOCATED AT 2810 N CHADBOURNE, AND .776 ACRES AT 2830 N CHADBOURNE**; FROM "NEIGHBORHOOD CENTER" TO "COMMERCIAL"; PROVIDING FOR SEVERABILITY; AND, PROVIDING FOR AN EFFECTIVE DATE

RE: CP24-06: 2802, 2810, & 2830 N Chadbourne St

WHEREAS, the City Council for the City of San Angelo, Texas, in accordance with the City Charter and Chapter 213 of the Texas Local Government Code, has adopted a Comprehensive Plan (Vision Plan and Future Land Use Map within the San Angelo Strategic Plan adopted by City Council as updated on October 20, 2009) to guide the long-range development of the City, manage the future growth of the City and promote the health, safety and welfare of its citizens; and

WHEREAS, the Comprehensive Plan includes a Future Land Use Map to serve as a geographical representation of anticipated land use patterns and long range development for the City; and

WHEREAS, on the 24th day of March, 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 proposed Comprehensive Plan amendment; and,

WHEREAS, on the 6th day of May, 2025, City Council held a public hearing on CP24-06, pursuant to published notice, and has considered the application, comments, reports and recommendations of the Planning Commission and staff, public testimony, and other relevant support materials.

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

SECTION 1: The Future Land Use Plan Map, a component of the adopted Comprehensive Plan for the City of San Angelo be and the same is hereby amended to change the Future Land Use designation from Neighborhood Center to Commercial for the following described parcel as outlined below:

The real property located at 2830 N Chadbourne St, described as .776 acres from F E Cramer Survey, Abstract A-0112 S-0318 within the City of San Angelo, Tom Green County, Texas

And

The real properties located at 2802 & 2810 N Chadbourne St, described as .179 & .341 acres from Cunningham C L Addition, Lot 13 Replat and F E Cramer Survey, Abstract A-0112 S-0318 within the City of San Angelo, Tom Green County, Texas

SECTION 2: The Director of the Planning and Development Services Department is hereby authorized and directed to amend the Future Land Use Planning Map maintained in the Office of the Director to incorporate the foregoing amendments, as further depicted on **Exhibit “A”** of this Ordinance.

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

SECTION 4: This Ordinance shall be effective on, from and after the date of adoption.

INTRODUCED on the **6th day of May, 2025**, and finally PASSED, APPROVED AND ADOPTED on this the **20th day of May, 2025**.

THE CITY OF SAN ANGELO

Brenda Gunter, Mayor

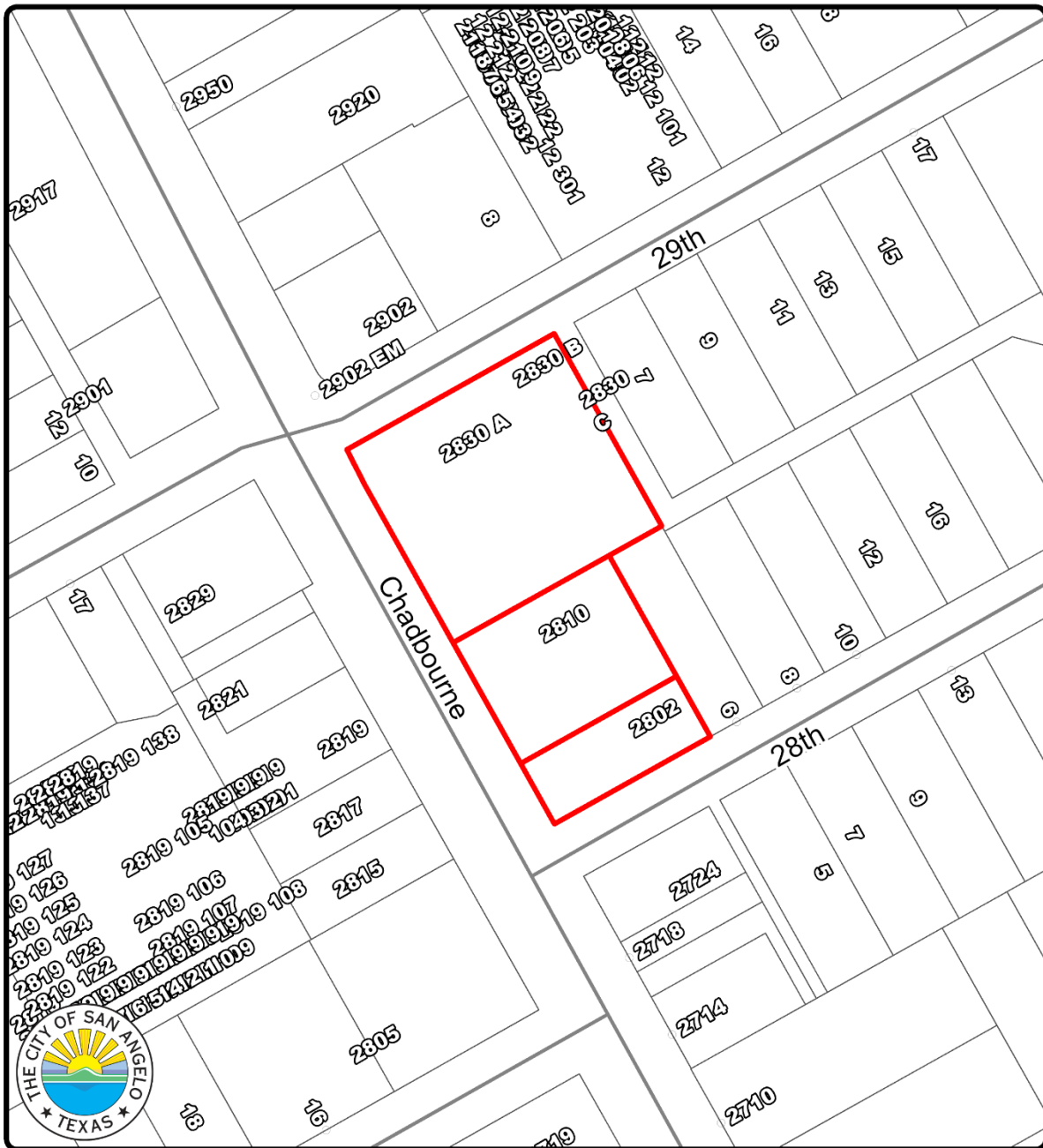
ATTEST:

Heather Stastny, City Clerk

APPROVED AS TO FORM:

Brandon Dyson, Interim City Attorney

Exhibit "A"



Ordinance Map

Z24-16/CP24-06: 2830 N Chadbourne

Council District: #4 Lucy Gonzales

Neighborhood: Reagan

Scale: 0 0.01 0.02 0.03 0.04 Miles

Subject Property: —

Zone Change: CG/CH to CH (2830)
and CG (2802, 2810)

Comp. Plan: Neighborhood Center
to Commercial

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 ZONING AND CLASSIFYING THE FOLLOWING PROPERTY: **APPROXIMATELY .179 ACRES LOCATED AT 2802 N CHADBOURNE; .341 ACRES LOCATED AT 2810 N CHADBOURNE; AND .776 ACRES LOCATED AT 2830 N CHADBOURNE** FROM GENERAL/HEAVY COMMERCIAL (CG/CH) TO GENERAL COMMERCIAL (CG); PROVIDING FOR SEVERABILITY; AND, PROVIDING FOR AN EFFECTIVE DATE

RE: Z24-16: 2802, 2810, & 2830 N Chadbourne St

WHEREAS, on the 24th day of March, 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 proposed General Commercial (CG) Zoning District; and,

WHEREAS, on the 6th day of May, 2025, City Council held a public hearing on Z24-16, 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 property permanently zoned as the GENERAL COMMERCIAL (CG) ZONING DISTRICT:

The real property located at 2830 N Chadbourne St, described as .776 acres from F E Cramer Survey, Abstract A-0112 S-0318 within the City of San Angelo, Tom Green County, Texas; and The real properties located at 2802 & 2810 N Chadbourne St, described as .179 & .341 acres from Cunningham C L Addition, Lot 13 Replat and F E Cramer Survey,

Abstract A-0112 S-0318 within the City of San Angelo, Tom Green County, Texas as more particularly described and depicted on Exhibit “A” of this Ordinance.

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

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

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

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

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

INTRODUCED on the **6th day of May, 2025**, and finally PASSED, APPROVED AND ADOPTED on this the **20th day of May, 2025**.

THE CITY OF SAN ANGELO

Brenda Gunter, Mayor

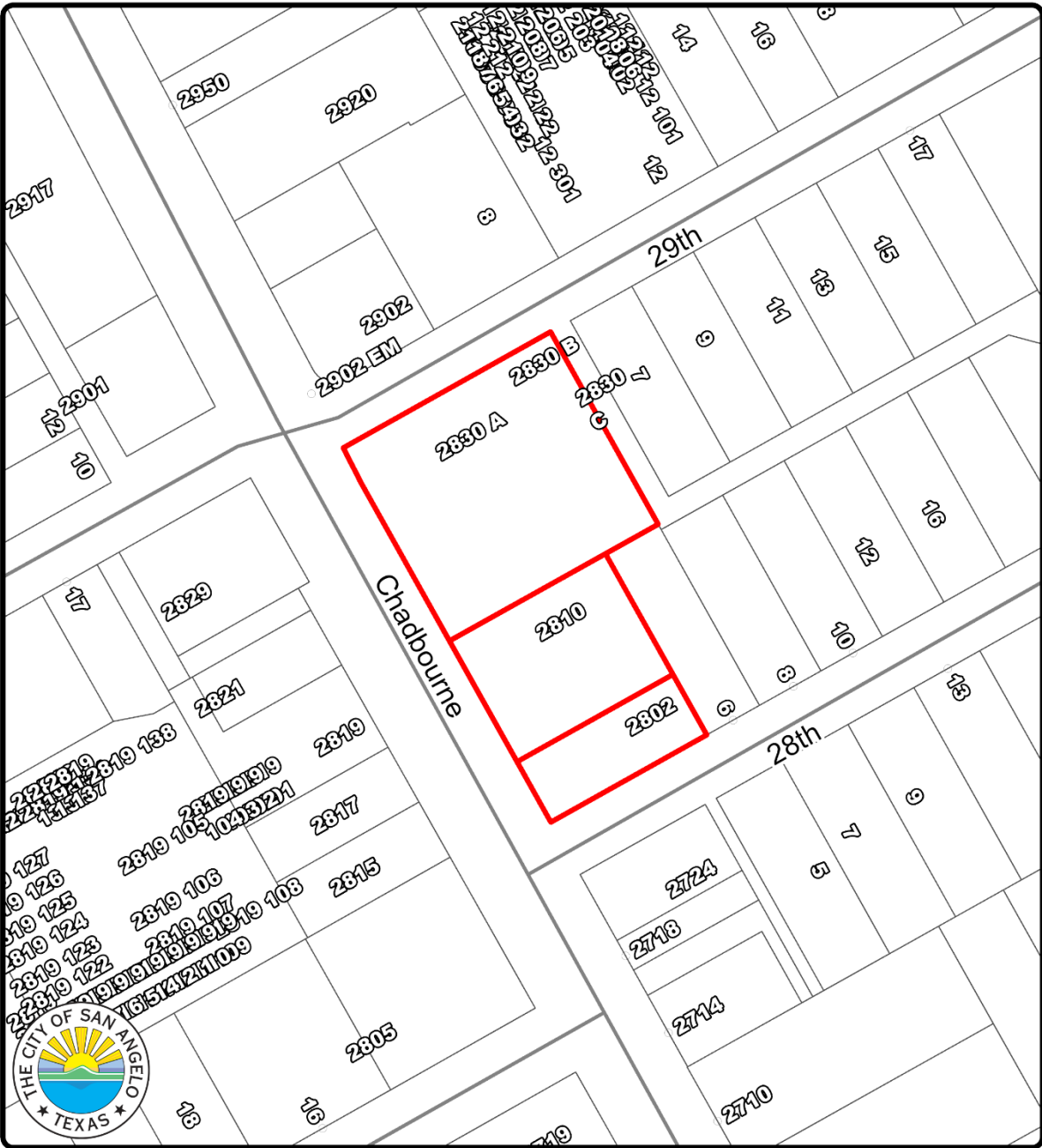
ATTEST:

APPROVED AS TO FORM:

Heather Stastny, City Clerk

Brandon Dyson, Interim City Attorney

Exhibit "A"



Ordinance Map
Z24-16/CP24-06: 2830 N Chadbourne
Council District: #4 Lucy Gonzales
Neighborhood: Reagan

Scale: 0 0.01 0.02 0.03 0.04 Miles

Subject Property: —

Zone Change: CG/CH to CG

Comp. Plan: Neighborhood Center
to Commercial



REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Rae Lineberry, Planner, Planning and Development Services

Meeting Date: May 20, 2025

Item type: Regular Item

Caption:

First reading and public hearing of an ordinance for PD25-01, a request for a zone change from the Neighborhood Commercial, General Commercial, Single-Family Residential, and Two-Family Residential zoning districts to a Planned Development zoning district with a base zoning of Low-Rise Multifamily for an assisted living community and its related amenities (Presentation made by Planning & Development Services Director Aaron Vannoy)

Staff Recommendation:

Adopt

Summary/History:

PD25-01 is a request from SKG Engineering on behalf of Baptist Memorials Ministries to work towards compliance with the Tom Green County Appraisal District with regard to property taxes. This is one step in the process of laying out a planned development zoning district in which the lot size and land uses fit within the desired development pattern which has been established on the multiple properties. There are multiple structure types and lot sizes, making a planned development the best and most logical solution for the property to continue its goal in the community. This project comes forward with a recommendation of 4-0 from the Planning Commission on April 21, 2025.

Funding Source(s):

Financial Impact:

Other Information/Recommendation:

Planning Commission heard this item at the April 21, 2025 meeting and recommends approval with a 4-0 vote.

Attachments:

- | | |
|------------------------------|--------------------------------|
| 1. PD25-01 - Staff Report v3 | PD25-01 - Staff Report v3.docx |
| 2. Zoning Ordinance PD25-01 | Zoning Ordinance PD25-01.docx |

Presentation:

Aaron Vannoy

Approvals/Reviews:

Rae Lineberry

Aaron Vannoy

Brandon Dyson

Aaron Vannoy

Heather Stastny

Created/Initiated

Approved

Approved

Approved

Final Approval



STAFF REPORT - PD25-01

Planning Commission: April 21, 2025

City Council 1st reading: May 20, 2025

APPLICATION TYPE:		CASES:	
Zoning/Planned Development		PD25-01: Baptist Retirement Community	
SYNOPSIS:			
A request for approval of a Zone Change from the Neighborhood Commercial (CN), General Commercial (CG), Single-Family Residential (RS-1), and Two-Family Residential (RS-2) zoning districts to a Planned Development (PD25-01) district with a base zoning of Low-Rise Multifamily (RM-1) for an existing assisted living community and its related amenities.			
LOCATION:		LEGAL DESCRIPTION:	
Four properties generally located between Holcomb, E 8 th , E 7 th , N Poe, E 18 th , Bradford, E 14 th , Arthur, and E 12 th Streets.		Acres: 9.060, Lot: 1, Subd: BAPT MEM SR CITIZEN HSE COMPLX Acres: 46.280, Abst: A-1799 S-0324, Survey: G RODI, 11.837 ACRES BEING OUT OF A-1799 & A-7697 S-324 1/2 DAY LAND & CATTLE Acres: 15.153, Lot: 1, Blk: 2, Subd: BAPTIST MEMORIALS GERIATRIC, SEC 2 Acres: 0.338, Lot: 35 & 36 AND 20 FT OF ALLEY BEING 0.3565, Blk: 5, Subd: CHAPMAN'S RE-S/D	
SM DISTRICT / NEIGHBORHOOD:	ZONING:	FUTURE LAND USE:	SIZE:
SMD #3 – Harry Thomas SMD #4 – Lucy Gonzales Neighborhood – Reagan Neighborhood – Paulann	Existing: CN, CG, RS-1, RS-2 Proposed: PD25-01	Neighborhood, Campus/Institutional	70.831 acres
NOTIFICATIONS:			
119 notifications were mailed within a 200-foot radius on April 7, 2025. No responses received as of the writing of this report.			
STAFF RECOMMENDATION:			
Staff recommend APPROVAL of the request for a zone change from the Neighborhood Commercial (CN), General Commercial (CG), Single-Family Residential (RS-1), and Two-Family Residential (RS-2) zoning districts to a Planned Development (PD25-01) district.			
PROPERTY OWNER/PETITIONER:			
Applicant: Baptist Memorials Ministries Representative: SKG Engineering			
STAFF CONTACT:			
Austin Reed Planner (325) 657-4210, ext. 1550 austin.reed@cosatx.us			

Additional Information:

This Planned Development district will span four of the Baptist Retirement Community's properties over approximately 70 acres, which is subsequently planned to be subdivided into roughly 200 individual properties, allowing each existing structure to sit on its own lot. There is currently a mix of residential and commercial zoning over these properties which may be restrictive for future development. This zone change will explicitly allow for amenities which service the community while making way for appropriate lot dimensions and development standards on the future subdivision. These standards can be found under "Exhibit A".

1. **Compatible with Plans and Policies.** *Whether the proposed amendment is compatible with the Comprehensive Plan and any other land use policies adopted by the Planning Commission or City Council.* The Vision Plan for this area is shown to be "Neighborhood" and "Campus/Institutional," which are compatible with the retirement community land use and the proposed Planned Development district.
2. **Consistent with Zoning Ordinance.** *Whether and the extent to which the proposed amendment would conflict with any portion of this Zoning Ordinance.* This zone change is being sought so that the current and future state of the property is permissible under the Zoning Ordinance. Many of the proposed district's standards remain unchanged from its RM-1 base zoning, but the lot sizes for single and two-family homes, floor-area-ratio, side/rear setbacks, and density are modified.
3. **Compatible with Surrounding Area.** *Whether and the extent to which the proposed amendment is compatible with existing and proposed uses surrounding the subject land and is the appropriate zoning district for the land.* The subject properties are mostly surrounded by other residential districts and no substantial change in land use is being sought which may result in any new incompatibilities.
4. **Changed Conditions.** *Whether and the extent to which there are changed conditions that require an amendment.* The applicant is seeking to subdivide each home individually. This cannot be done without an appropriate zoning designation. However, this does not prevent the property from continuing to operate as a retirement community.
5. **Effect on Natural Environment.** *Whether and the extent to which the proposed amendment would result in significant adverse impacts on the natural environment, including but not limited to water and air quality, noise, storm water management, wildlife, vegetation, wetlands and the practical functioning of the natural environment.* There do not appear to be any adverse effects on the surrounding environment.
6. **Community Need.** *Whether and the extent to which the proposed amendment addresses a demonstrated community need.* There has been a demonstrated community need for senior housing and the property is currently being used for this purpose.
7. **Development Patterns.** *Whether and the extent to which the proposed amendment would result in a logical and orderly pattern of urban development in the community.*
The subject properties have existed in their current state and contributed to a logical pattern of development in the area for over 30 years and will continue to fit into this pattern as its zoning is codified.

Exhibit “A”: Applicable Regulations

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

Development Standard	PD
Minimum Lot Area (sq. ft.)	
Single-Family Unit	4,000
Two-Family Unit	5,000
Zero Lot Line or Twinhome Unit	2,500
Townhouse Unit	1,875
Minimum Lot Dimensions (feet in width x feet in depth)	
Single-Family Unit	45x80
Two-Family Unit	50x80
Zero Lot Line or Twinhome Unit	40x60
Townhouse Unit	25x75
Minimum Front Yard (feet)	15
Minimum Side Yard (feet)	
One side yard (minimum)	[3]
The other side yard (minimum)	[3]
Minimum Rear Yard (feet)	10
Maximum Floor Area Ratio	.70
Maximum Height	
In feet	35
In stories	2-½
Maximum Density (units/gross acre)	25

[3] Single-family and two-family units generally require a minimum 5-foot side yard on both sides but may be as close as a 3-foot side yard for existing units; apartment dwelling units or group homes require a minimum 10-foot side yard on both sides; and zero lot line units generally require one side yard of at least 10 feet for new construction and at least 8 feet for existing units, and the other side yard may be reduced to 0 feet, but not more than one foot. See Subsections C and D for side separation standards required of twin home and townhouse units, respectively.

4. One five-story complex shall be allowed in the area within W Memorial Circle.
5. New single and two-family residential structures will constitute a “minor amendment” and may be approved administratively.

*“Existing” is defined as having been constructed prior to January 1, 2025. “New” is defined as having been constructed after January 1, 2025.

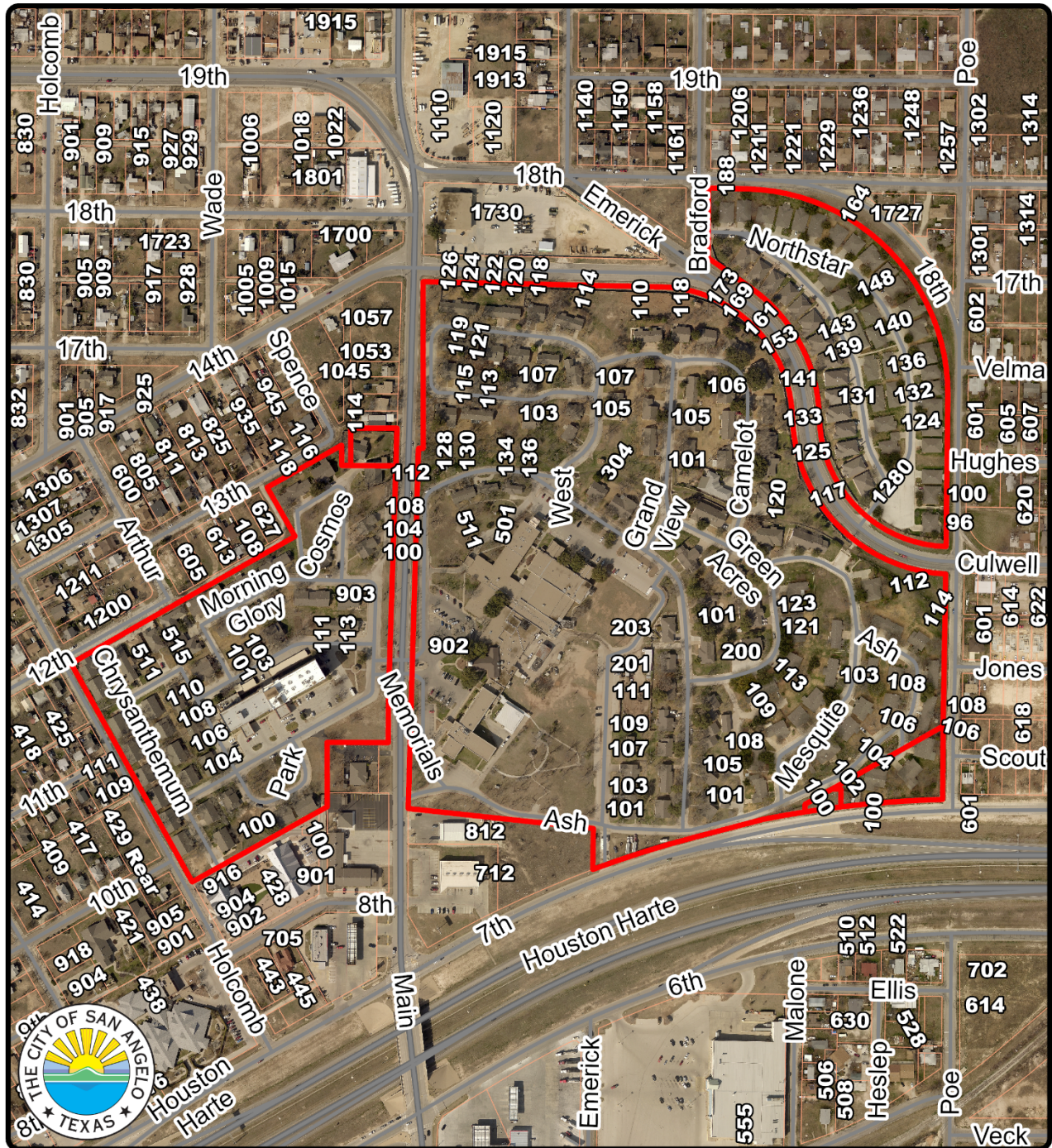
Recommendation:

Staff recommend **APPROVAL** of the request for a zone change from the Neighborhood Commercial (CN), General Commercial (CG), Single-Family Residential (RS-1), and Two-Family Residential (RS-2) zoning districts to a Planned Development (PD25-01) district.

Attachments:

Aerial Map
Notification Map
Zoning Map
Vision Plan
Plats/Concept Plans

Aerial Map



Aerial Map

PD25-01: Baptist Retirement Center

Council District: #3 and #4

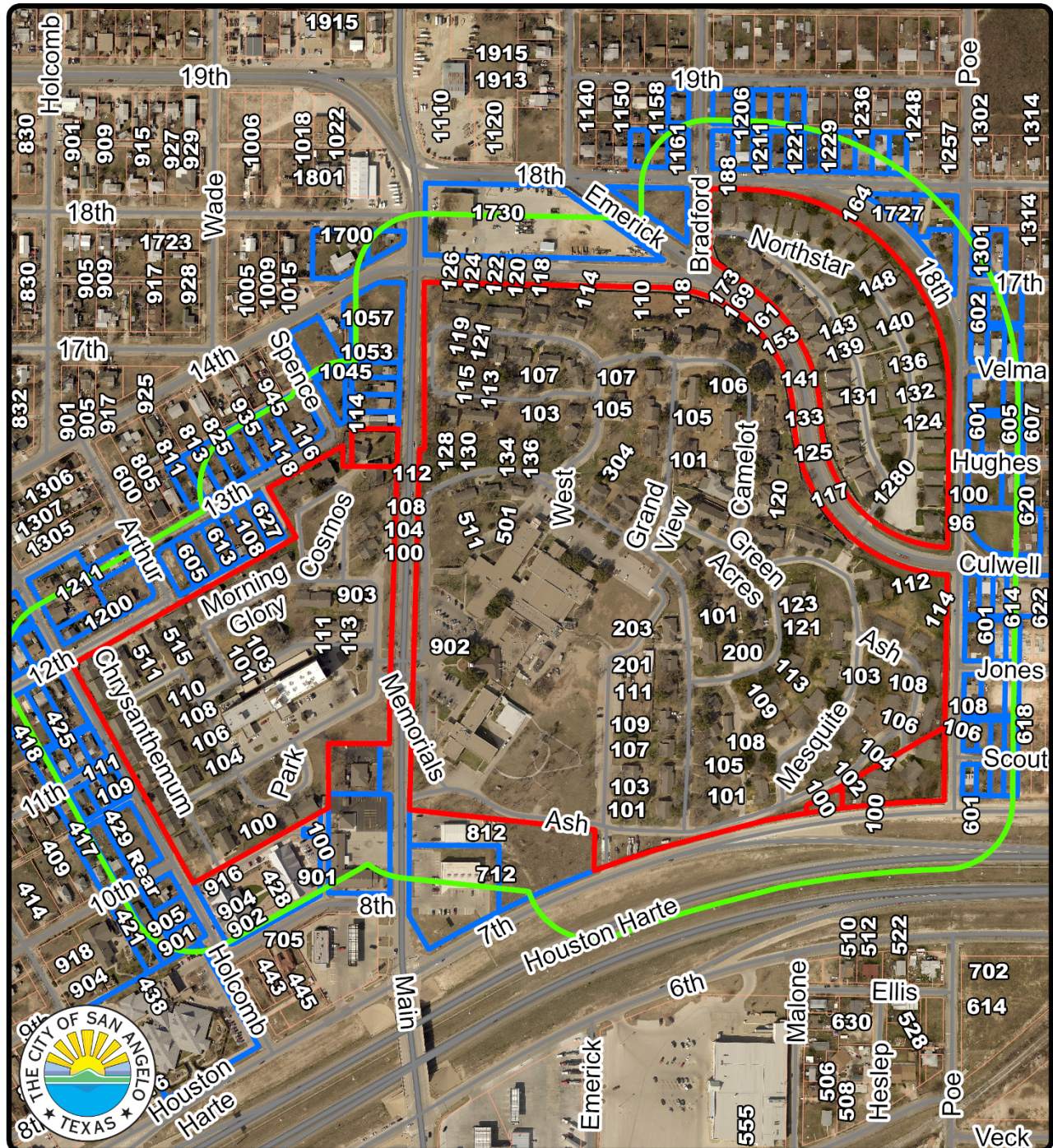
Neighborhood: Paulann and Regan

Subject Property: —

Scale: 0 0.03 0.05 0.1 0.15 0.2 Miles



Notification Map



200' Notification Map
PD25-01: Baptist Retirement Center

Council District: #3 and #4
Neighborhood: Paulann and Regan

Scale: 0 0.03 0.05 0.1 0.15 0.2 Miles

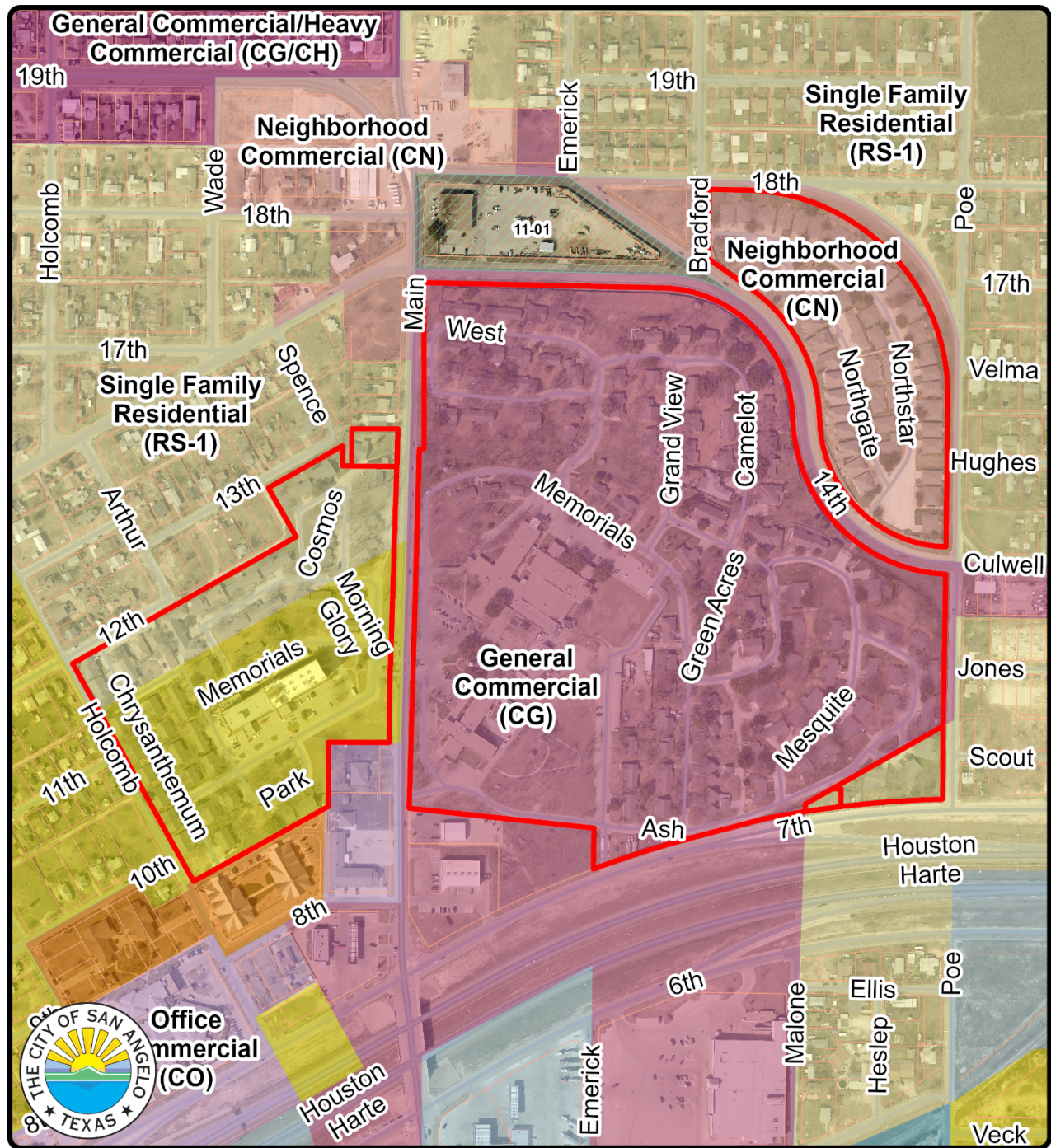
200' Range: —

Subject Property: —

Notified Properties: —



Zoning Map



Zoning Map

PD25-01: Baptist Retirement Center

Council District: #3 and #4

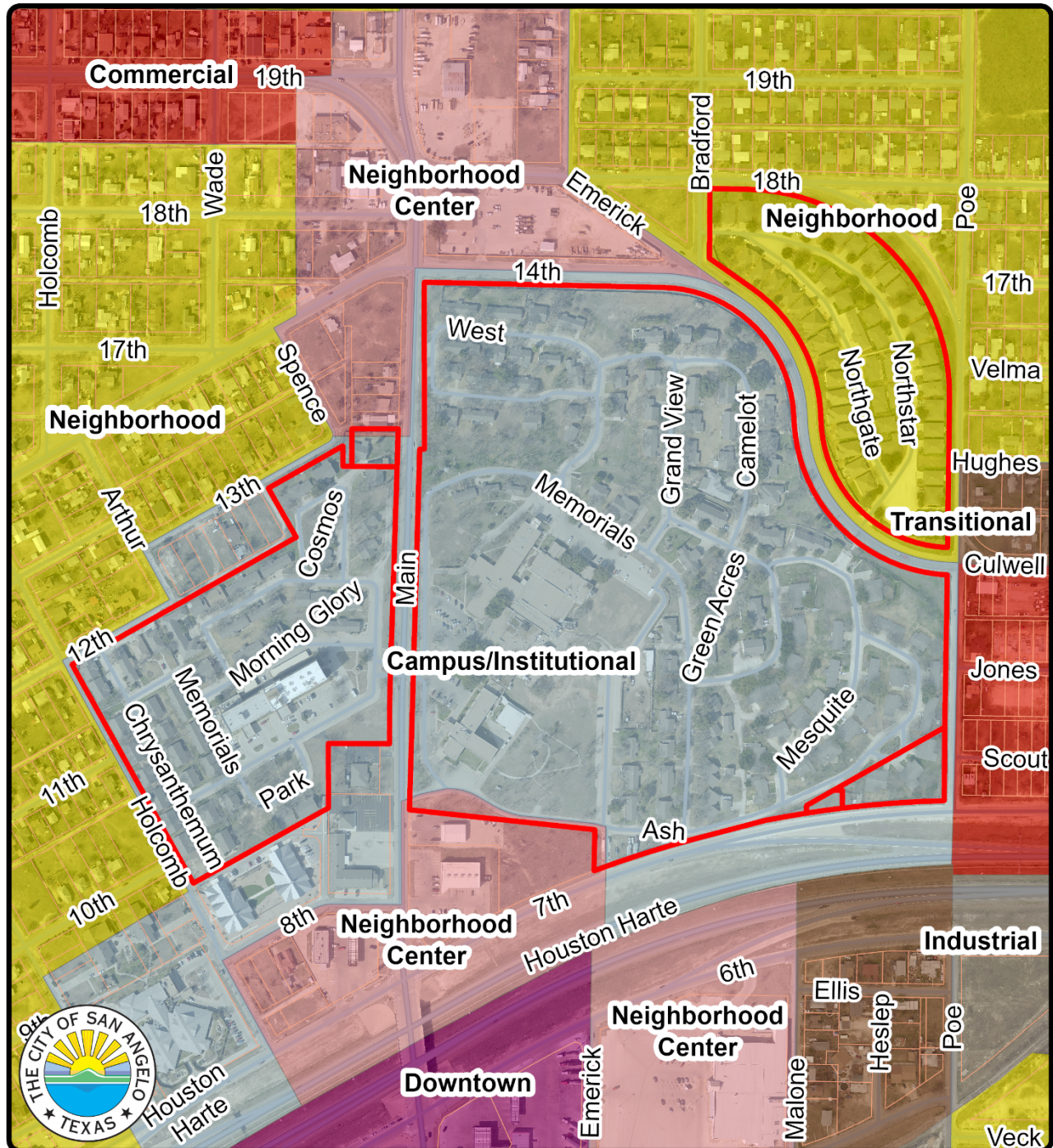
Neighborhood: Paulann and Regan

Subject Property: —

Scale: 0 0.03 0.05 0.1 0.15 0.2 Miles



Vision Plan



Vision Map

PD25-01: Baptist Retirement Center

Council District: #3 and #4

Neighborhood: Paulann and Regan

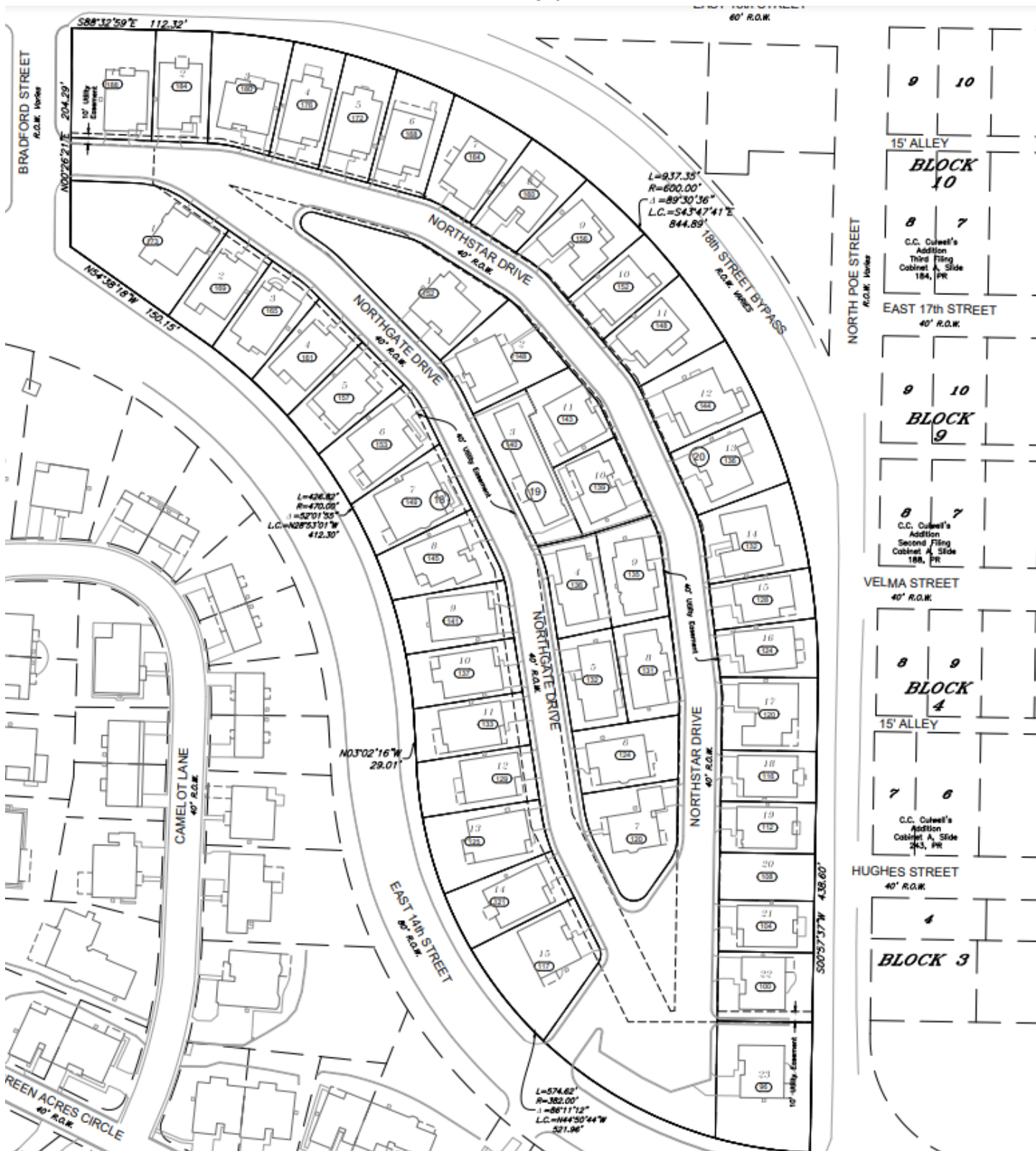
Subject Property: —

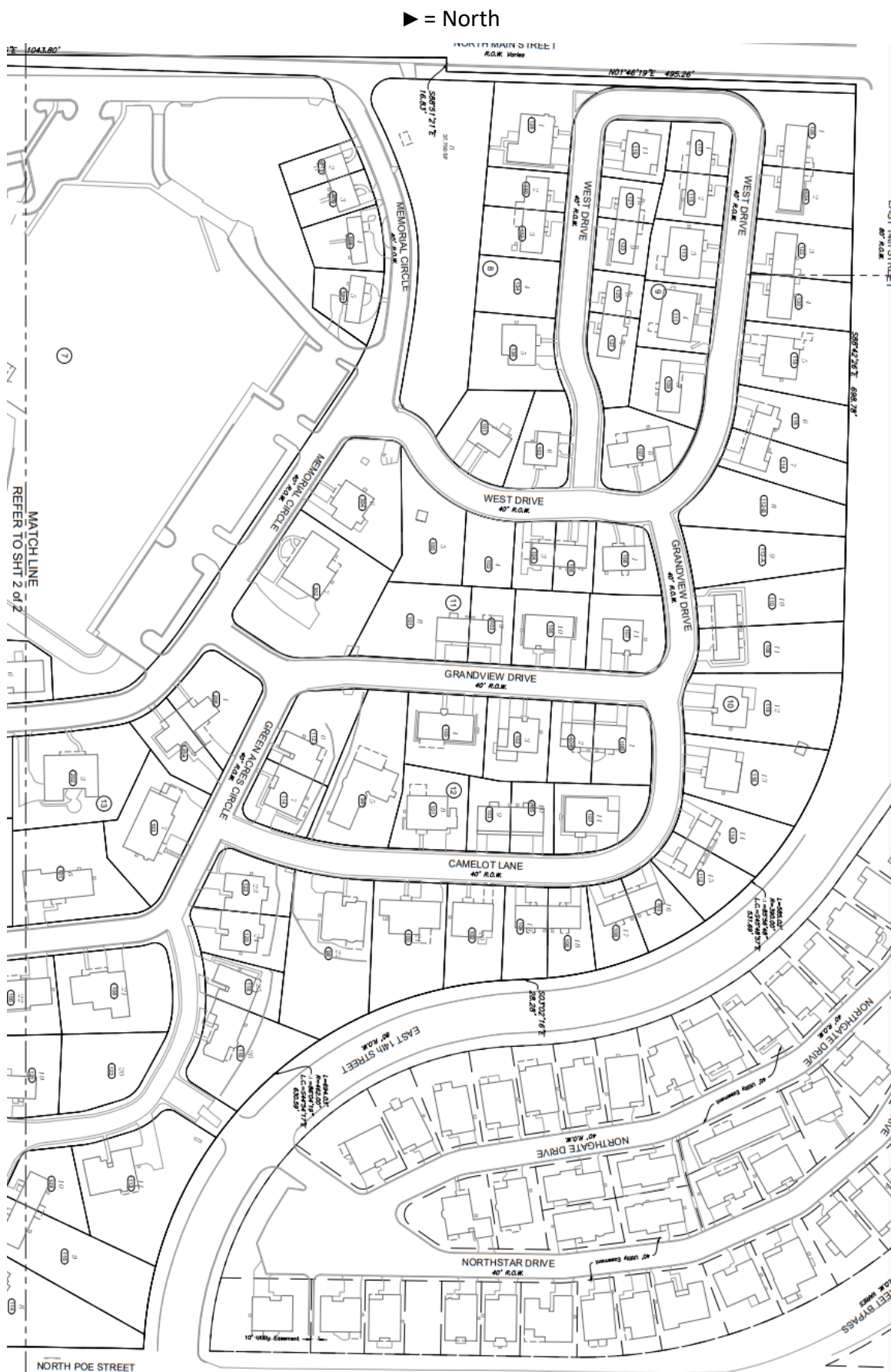
Scale: 0 0.03 0.05 0.1 0.15 0.2 Miles



Plats/Concept Plans

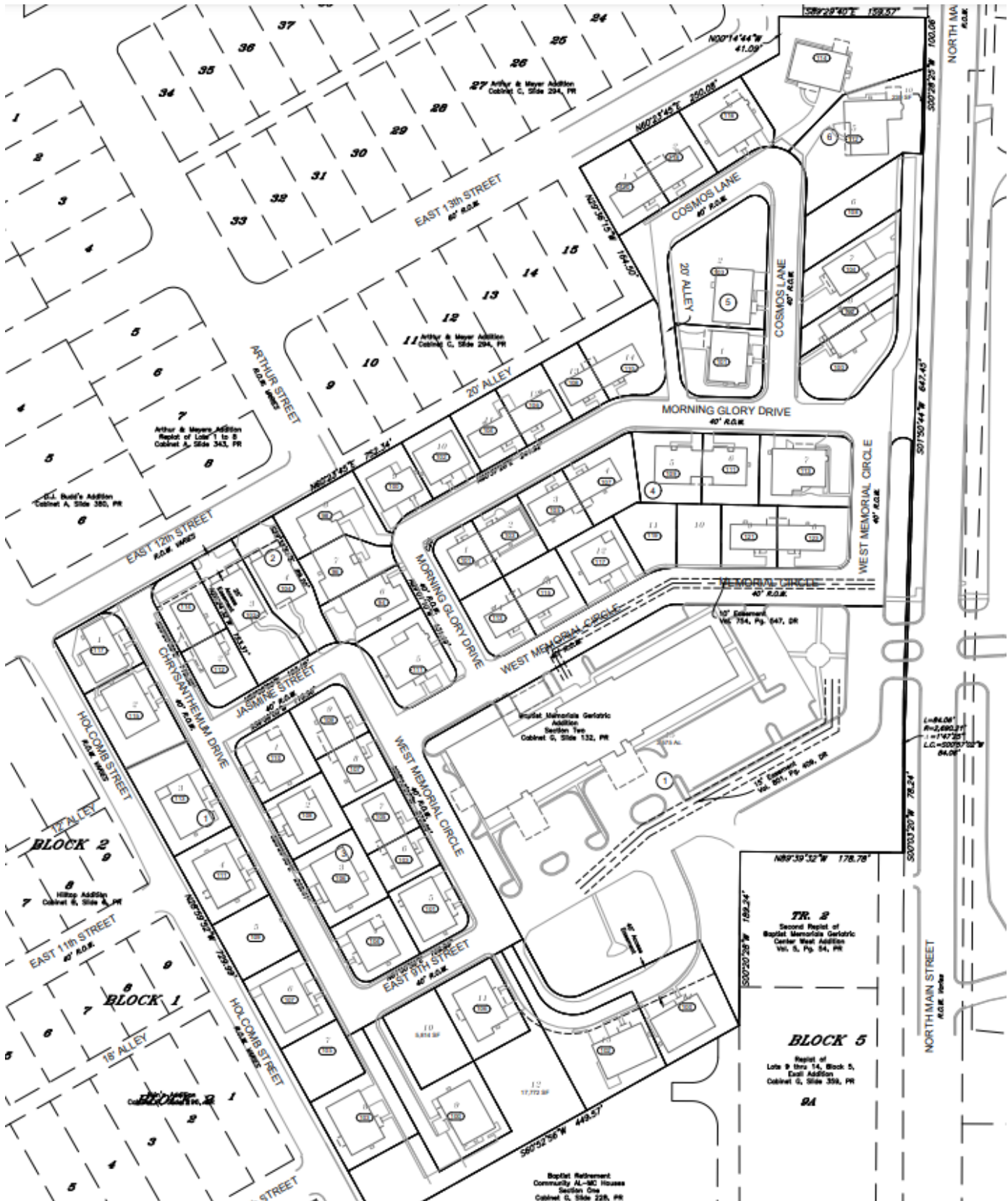
▲ = North





[illegible]

▲ = North



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 71.883 ACRES INCLUDING ACRES: 9.060, LOT: 1, SUBD: BAPT MEM SR CITIZEN HSE COMPLX, 46.280 ACRES, ABST: A-1799 S-0324, SURVEY: G RODI, 11.837 ACRES BEING OUT OF A-1799 & A-7697 S-324 1/2 DAY LAND & CATTLE, BLK: 5, SUBD: HESLIP ADDITION, NORTH PART OF LOTS 3, 4, 5, 6, & 8 AND ALL OF LOTS 9 THRU 13, 0.8598 ACRES, ACRES: 0.102, BLK: 5, SUBD: HESLIP ADDITION, NORTH PART OF LOTS 1 & 2, ACRES: 0.338, LOT: 35 & 36 AND 20 FT OF ALLEY BEING 0.3565, BLK: 5, SUBD: CHAPMAN'S RE-S/D, ACRES: 15.153, LOT: 1, BLK: 2, SUBD: BAPTIST MEMORIALS GERIATRIC, SEC 2; FROM THE NEIGHBORHOOD COMMERCIAL (CN), GENERAL COMMERCIAL (CG), SINGLE-FAMILY RESIDENTIAL (RS-1), AND TWO-FAMILY RESIDENTIAL (RS-2) ZONING DISTRICTS TO A PLANNED DEVELOPMENT DISTRICT (PD25-01) WITH AN UNDERLYING ZONING OF LOW-RISE MULTIFAMILY (RM-1); PROVIDING FOR SEVERABILITY; AND, PROVIDING FOR AN EFFECTIVE DATE**

RE: PD25-01: Baptist Retirement Community

WHEREAS, on the 21st day of April 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 (PD25-01) Zoning District; and,

WHEREAS, on the 20th day of May 2025, City Council held a public hearing on PD25-01, 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 (PD25-01) Zoning District:

The real properties generally located between Holcomb, E 8th, E 7th, N Poe, E 18th, Bradford, E 14th, Arthur, and E 12th Streets., described as Acres: 9.060, Lot: 1, Subd: Bapt Mem Sr Citizen Hse

Complx, Abst: A-1799 S-0324, Survey: G Rodi, 11.837 Acres Being Out Of A-1799 & A-7697 S-324 1/2 Day Land & Cattle, Blk: 5, Subd: Heslip Addition, North Part Of Lots 3, 4, 5, 6, & 8 And All Of Lots 9 Thru 13, 0.8598 Acres, Acres: 0.102, Blk: 5, Subd: Heslip Addition, North Part Of Lots 1 & 2, Acres: 0.338, Lot: 35 & 36 And 20 Ft Of Alley Being 0.3565, Blk: 5, Subd: Chapman's Re-S/D, Acres: 15.153, Lot: 1, Blk: 2, Subd: Baptist Memorials Geriatric, Sec 2, totaling 71.883 acres within the City of San Angelo, Tom Green County, Texas as more particularly described and depicted on Exhibit "A" of this Ordinance. ("PD Boundary Map").

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

SECTION 3: The use of the hereinabove described property shall be subject to all applicable regulations contained in **Exhibit "B"** of this Ordinance ("**Applicable Regulations**"), and Chapter 12 of the Code of Ordinances for the City of San Angelo, as amended.

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

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

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

INTRODUCED on the **20th day of May 2025**, and finally PASSED, APPROVED AND ADOPTED on this the **3rd day of June 2025**.

THE CITY OF SAN ANGELO

Tom Thompson, Mayor

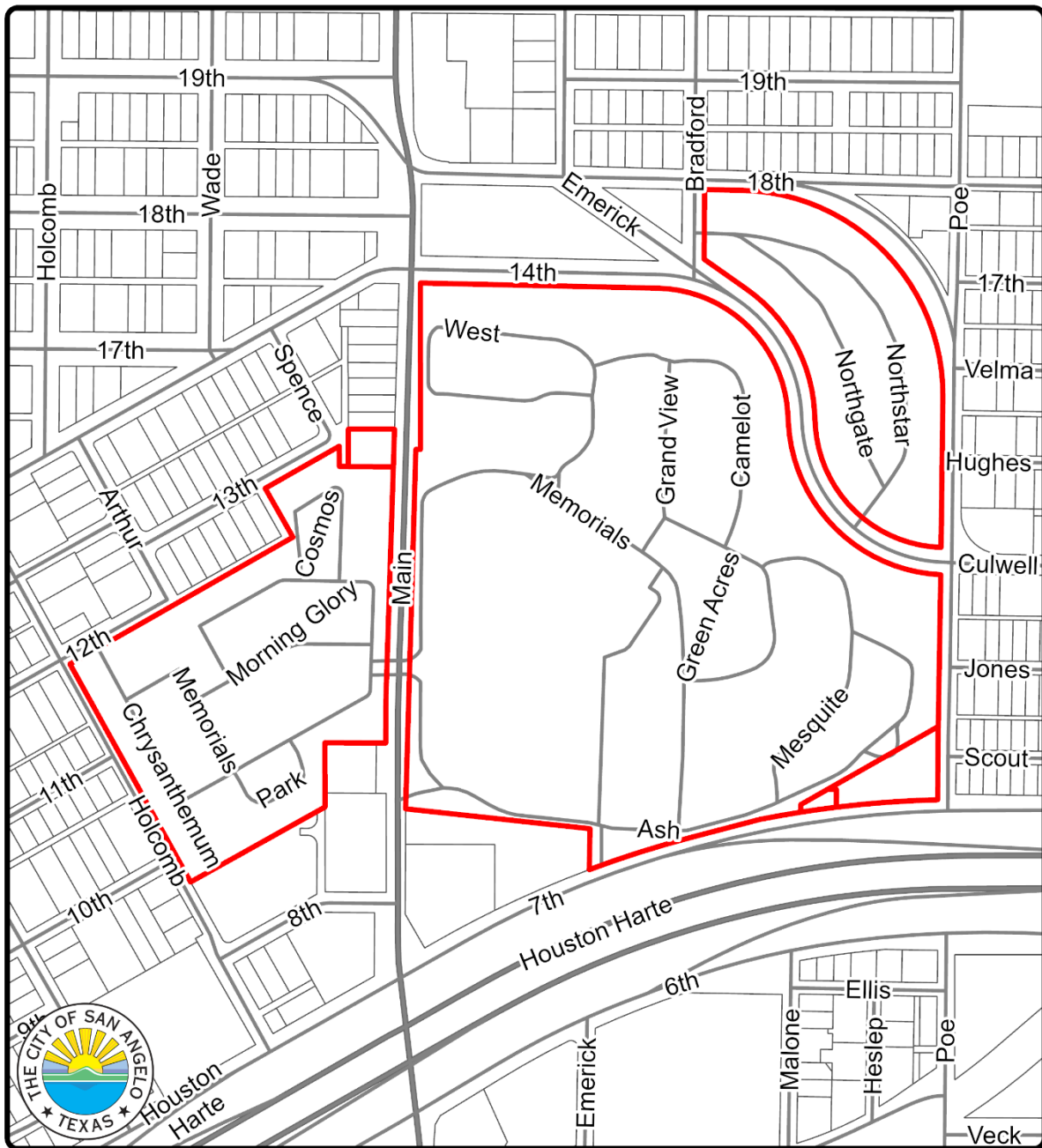
ATTEST:

APPROVED AS TO FORM:

Heather Stastny, City Clerk

Brandon Dyson, Interim City Attorney

Exhibit "A" (PD Boundary Map)



Ordinance Map

PD25-01: Baptist Retirement Center

Council District: #3 and #4

Neighborhood: Paulann and Regan

Scale: 0 0.03 0.05 0.1 0.15 0.2 Miles

Subject Property: —

Existing Zoning: CN, CG, RS-1, RS-2

Requested Zoning: PD25-01

N



Exhibit “B”
Applicable Regulations

1. Except as otherwise specified, the development of the subject property shall generally conform to the Low-rise Multifamily (RM-1) Zoning District standards.
2. Offices, services, amenities, events, complexes, and maintenance/storage buildings specifically serving the district shall be allowable land uses.
3. The following development standards shall apply:

Development Standard	PD
<i>Minimum Lot Area</i> (sq. ft.)	
Single-Family Unit	4,000
Two-Family Unit	5,000
Zero Lot Line or Twinhome Unit	2,500
Townhouse Unit	1,875
<i>Minimum Lot Dimensions</i> (feet in width x feet in depth)	
Single-Family Unit	45x80
Two-Family Unit	50x80
Zero Lot Line or Twinhome Unit	40x60
Townhouse Unit	25x75
<i>Minimum Front Yard</i> (feet)	15
<i>Minimum Side Yard</i> (feet)	
One side yard (minimum)	[3]
The other side yard (minimum)	[3]
<i>Minimum Rear Yard</i> (feet)	10
<i>Maximum Floor Area Ratio</i>	.70
<i>Maximum Height</i>	
In feet	35
In stories	2-½
<i>Maximum Density</i> (units/gross acre)	25

[3] Single-family and two-family units generally require a minimum 5-foot side yard on both sides but may be as close as a 3-foot side yard for existing units; apartment dwelling units or group homes require a minimum 10-foot side yard on both sides; and zero lot line units generally require one side yard of at least 10 feet for new construction and at least 8 feet for existing units, and the other side yard may be reduced to 0 feet, but not more than one foot. See Subsections C and D for side separation standards required of twin home and townhouse units, respectively.

4. One five-story complex structure shall be allowed in the area within West Memorial Circle.
5. New single and two-family residential structures may constitute a “minor alteration” and be reviewed administratively by the Planning Director.

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Rae Lineberry, Planner, Planning and Development Services

Meeting Date: May 20, 2025

Item type: Regular Item

Caption:

First reading and public hearing of an ordinance for Z25-15, a request for a zone change from the General Commercial zoning district to the Low Rise Multi-family Residential located at 3013, 3017, 3021, 3025, & 3029 Waco St. (Presentation made by Planning & Development Services Director Aaron Vannoy)

Staff Recommendation:

Adopt

Summary/History:

Z25-15 is a zoning request for infill lots located at 3013, 3017, 3021, 3025, & 3029 Waco St. These lots have a current zoning of General Commercial but have not been built out since the Houston Harte Freeway corridor came through the area. The proposal to change to the Low-Rise Multi-family zoning district (RM-1) will allow for more affordable housing in the area. Being close to the freeway and the Glenna/Arden Rd. interchange will help establish residential living with more density in mind. The Planning Commission recommends approval by a vote of 4-0 on April 21, 2025.

Funding Source(s):

Financial Impact:

Other Information/Recommendation:

Planning Commission heard this case at the April 21, 2025 meeting and recommend approval with a 4-0 vote.

Attachments:

- | | | |
|----|------------------------------------|---|
| 1. | Z25-15 Staff Report | Z25-15 Staff Report.pdf |
| 2. | Z25-15 3013-3029 Waco St Ordinance | Z25-15 3013-3029 Waco St Ordinance.docx |

Presentation:

Aaron Vannoy

Approvals/Reviews:

Rae Lineberry
Aaron Vannoy
Brandon Dyson
Aaron Vannoy
Heather Stastny

Created/Initiated
Approved
Approved
Approved
Final Approval



STAFF REPORT - Z25-15

Planning Commission: April 21, 2025

City Council 1st reading: May 20, 2025

APPLICATION TYPE:		CASES:	
Zone Change		Z25-15: 3013, 3017, 3021, 3025, & 3029 Waco St	
SYNOPSIS:			
A request for approval of a zone change from (CG) General Commercial to (RM-1) Low Rise Multi-family Residential for the property located at 3013, 3017, 3021, 3025, & 3029 Waco St.			
LOCATION:		LEGAL DESCRIPTION:	
3013, 3017, 3021, 3025, & 3029 Waco St		Acres: 0.161, Lot: 4, Blk: 67, Subd: HATCHER ADDITION Acres: 0.161, Lot: 5, Blk: 67, Subd: HATCHER ADDITION Acres: 0.158, Lot: 6 LESS SW TRIANGLE, Blk: 67, Subd: HATCHER ADDITION Acres: 0.139, Blk: 67, Subd: HATCHER ADDITION, N PART OF LOT 7 Acres: 0.116, Blk: 67, Subd: HATCHER ADDITION, NORTH PART OF LOT 8	
SM DISTRICT / NEIGHBORHOOD:	ZONING:	FUTURE LAND USE:	SIZE:
SMD #2 – Tom Thompson Neighborhood – Bluffs	Currently: CG Requesting: RM-1	Neighborhood Center	Acres: .735
NOTIFICATIONS:			
21 notifications sent on 4/4/25. Received 0 in favor and 0 opposed.			
STAFF RECOMMENDATION:			
Staff recommend approval of a zone change from (CG) General Commercial to (RM-1) Low Rise Multi-family Residential for the property located at 3013, 3017, 3021, 3025, & 3029 Waco St.			
PROPERTY OWNER/PETITIONER:			
Petitioner: Wilde Engineering			
STAFF CONTACT:			
Rae Lineberry Senior Planner (325) 657-4210, ext 1533 Rae.lineberry@cosatx.us			

Additional Information: The subject of this zone change is a large vacant lot that the owner would like to build multi-family residential. The vision plan for this area is Neighborhood Center which fits multi-family residential. The area to the east, off Houston St, recently received approval of a zone change for the same concept.

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.* This proposed zoning is well-aligned with the existing blend of residential and general commercial uses in the area.
2. **Consistent with Zoning Ordinance.** *Whether and the extent to which the proposed amendment would conflict with any portion of this Zoning Ordinance.* The proposed zoning does not conflict with the zoning ordinance and will allow development on vacant lots.
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 is compatible with the surrounding area as it is currently used as a blend of residential and general commercial.
4. **Changed Conditions.** *Whether and the extent to which there are changed conditions that require an amendment.* A zone change towards multi-family residential is necessary for the applicant's plans to develop the lot as residential.
5. **Effect on Natural Environment.** *Whether and the extent to which the proposed amendment would result in significant adverse impacts on the natural environment, including but not limited to water and air quality, noise, storm water management, wildlife, vegetation, wetlands and the practical functioning of the natural environment.* There are no anticipated adverse effects on neighboring properties.
6. **Community Need.** *Whether and the extent to which the proposed amendment addresses a demonstrated community need.* Granting this request will help development on currently vacant lots.
7. **Development Patterns.** *Whether and the extent to which the proposed amendment would result in a logical and orderly pattern of urban development in the community.* The property will meet the development pattern of a blend of residential and general commercial in the area.

Recommendation:

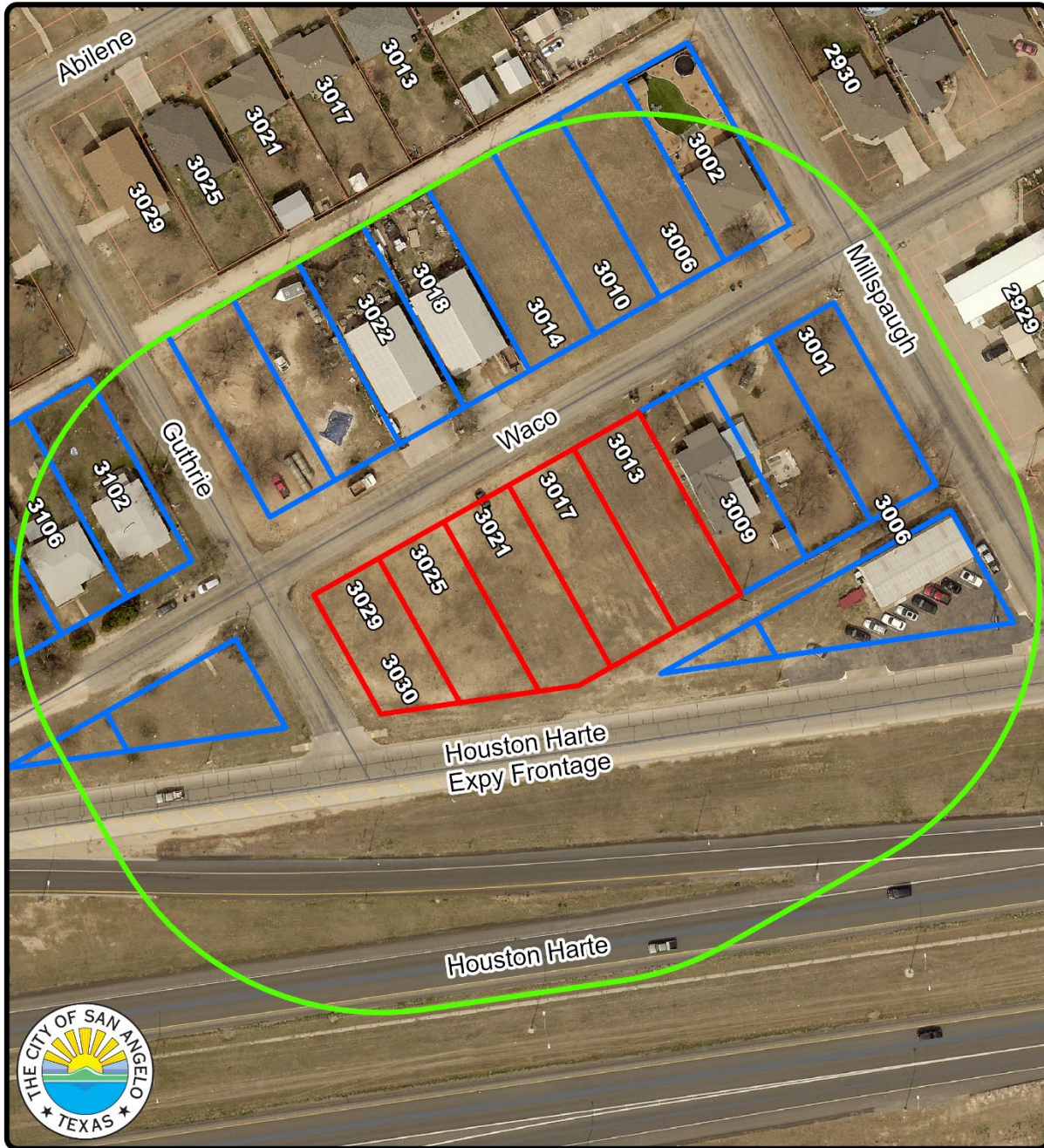
Staff recommend **approval** of a zone change from (CG) General Commercial to (RM-1) Low Rise Multi-family Residential for the property located at 3013, 3017, 3021, 3025, & 3029 Waco St.

Attachments:

Notification Map

Zoning Map

Vision Plan Map



200' Notification Map
Z25-15: Waco Street

Council District: #2 - Tom Thompson
Neighborhood: Bluffs

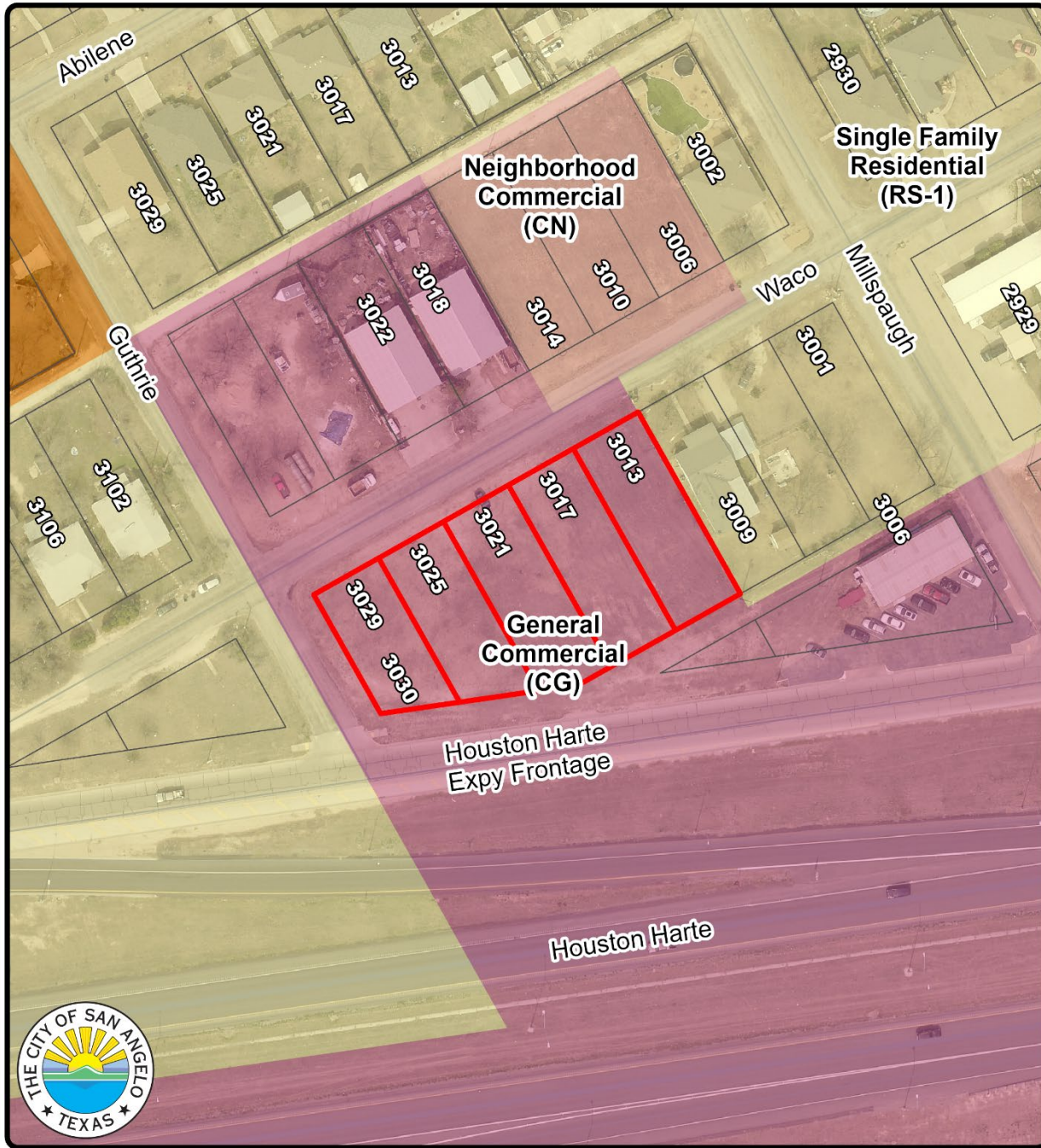
Scale: 0 0.01 0.02 0.03 0.04 Miles

200' Range: 

Subject Property: 

Notified Properties: 





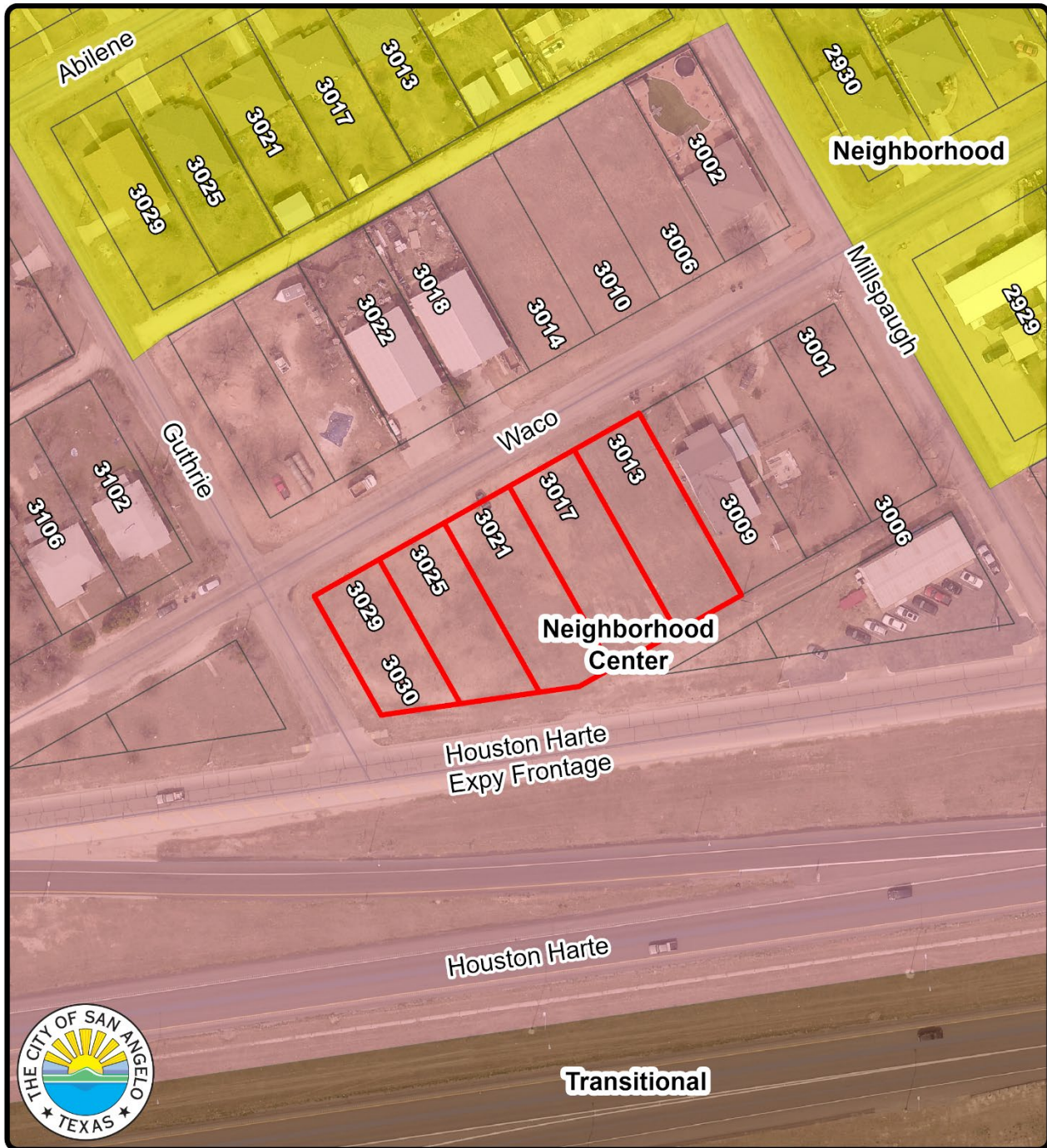
Zoning Map Z25-15: Waco Street

Council District: #2 - Tom Thompson
Neighborhood: Bluffs

Scale: 0 0.01 0.01 0.02 0.03 0.04 Miles

Subject Property: —





Vision Map
Z25-15: Waco Street

Council District: #2 - Tom Thompson
Neighborhood: Bluffs

Scale: 0 0.01 0.02 0.03 0.04 Miles

Subject Property: 

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 ZONING AND CLASSIFYING THE FOLLOWING PROPERTY: **APPROXIMATELY .735 ACRES LOCATED AT 3013, 3017, 3021, 3025, AND 3029 WACO ST.**; FROM GENERAL COMMERCIAL (CG) TO LOW RISE MULTI-FAMILY RESIDENTIAL (RM-1); PROVIDING FOR SEVERABILITY; AND, PROVIDING FOR AN EFFECTIVE DATE

RE: Z25-15: 3013, 3017, 3021, 3025, and 3029 Waco St.

WHEREAS, on the 21st day of April, 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 proposed Low Rise Multi-Family Residential (RM-1) Zoning District; and,

WHEREAS, on the 20th day of May, 2025, City Council held a public hearing on Z25-15, pursuant to published notice, and has considered the application, comments, reports and recommendations of the Planning Commission and staff, public testimony, and other relevant support materials.

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

SECTION 1: The basic zoning ordinance for the City of San Angelo, as enacted by the governing body for the City of San Angelo effective January 4, 2000, and included within Exhibit "A" of Chapter 12 of the Code of Ordinances of the City of San Angelo, and zoning map be and the same are hereby amended to designate the following described properties permanently zoned LOW RISE MULTI-FAMILY RESIDENTIAL (RM-1) ZONING DISTRICT:

The real property located at 3013, 3017, 3021, 3025, and 3029 Waco St, described as a total of .735 acres from Hatcher Addition, Block 67, Lots 4-8 within the City of San Angelo, Tom Green County, Texas as more particularly described and depicted on Exhibit "A" of this Ordinance.

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

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

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

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

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

INTRODUCED on the **20th day of May, 2025**, and finally PASSED, APPROVED AND ADOPTED on this the **3rd day of June, 2025**.

THE CITY OF SAN ANGELO

Tom Thompson, Mayor

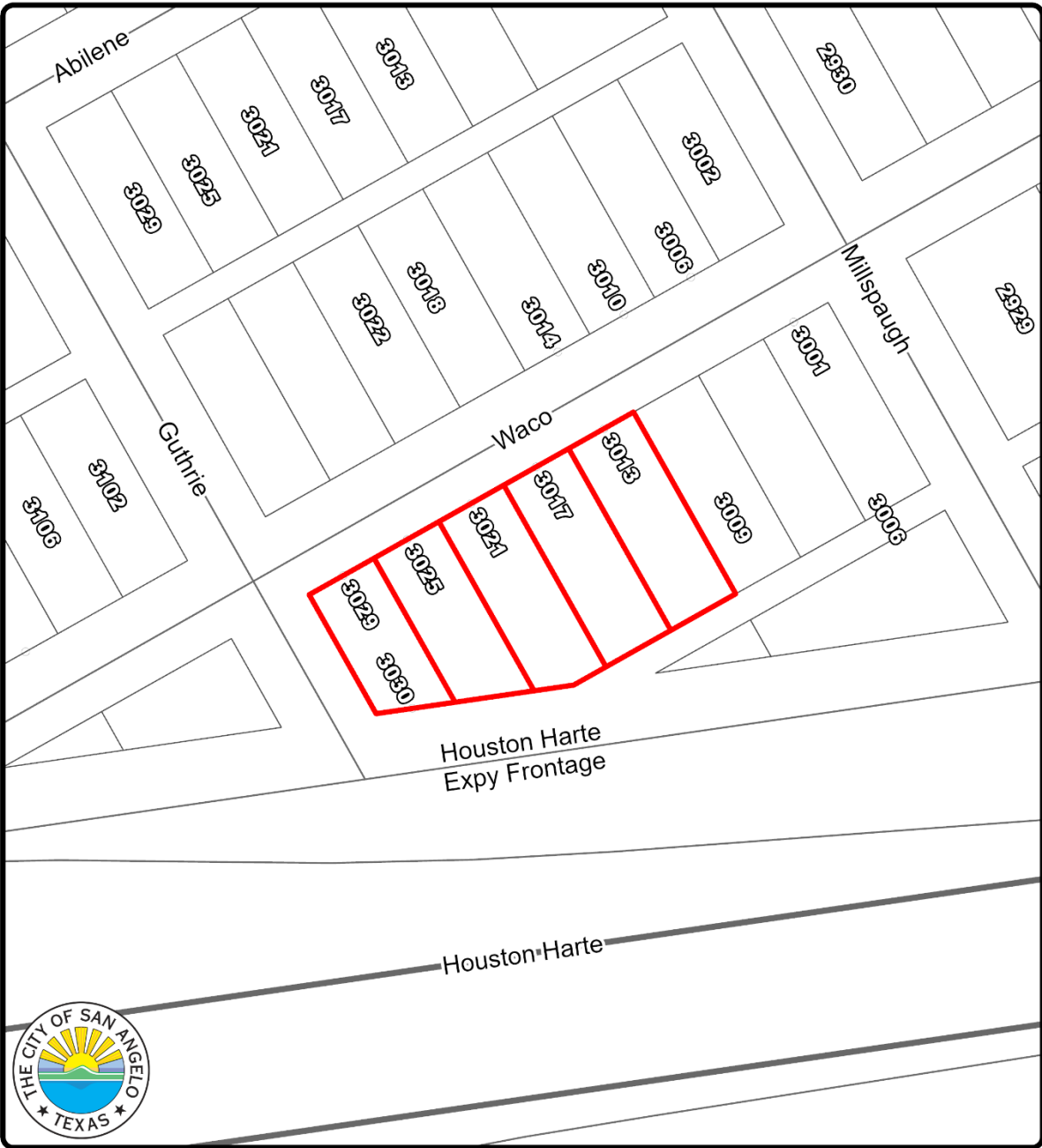
ATTEST:

APPROVED AS TO FORM:

Heather Stastny, City Clerk

Brandon Dyson, Interim City Attorney

Exhibit "A"



Ordinance Map
Z25-15: Waco Street

Council District: #2 - Tom Thompson
Neighborhood: Bluffs

Scale: 0 0.010.01 0.02 0.03 0.04 Miles

Subject Property: —

Existing Zoning: CG

Requested Zoning: RM-1



REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Rae Lineberry, Planner, Planning and Development Services

Meeting Date: May 20, 2025

Item type: Regular Item

Caption:

First reading and public hearing of an ordinance for Z25-16, a request for a zone change from the Low Rise Multi-family Residential zoning district to the General Commercial zoning district, located at 517 W. 18th St., Lots 4-8 and Lots 9 and 10 a zone change from Low Rise Multi-family Residential Zoning to Neighborhood Commercial zoning district (Presentation made by Planning & Development Services Director Aaron Vannoy)

Staff Recommendation:

Adopt

Summary/History:

Z25-16 is a request for a General Commercial zoning district with frontage along N Bryant Blvd and N. 18th. This is a commercial corridor with properties to the north with General Commercial and General Commercial/ Heavy Commercial designations. The Neighborhood Commercial zoning designation for the western two lots will act as a buffer zone to the existing Blackshear neighborhood. City staff presented to the Planning Commission the three westernmost lots (8, 9, and 10) to be Neighborhood Commercial. However, the Planning Commission limited them to lots 9 and 10 being over 100' distance from the western property line along Hudson St. The property owner may lease or sell the property which fronts N Bryant Blvd. The Planning Commission recommends approval with a 4-0 vote on April 21, 2025.

Funding Source(s):

Financial Impact:

Other Information/Recommendation:

Planning Commission heard this case at the April 21, 2025 and recommend approval of Lots 9 & 10 as Neighborhood Commercial and Lots 4-8 as General Commercial with a 4-0 vote.

Attachments:

- | | | |
|----|--------------------------------|-------------------------------------|
| 1. | Z25-16 Staff Report | Z25-16 Staff Report.pdf |
| 2. | Z25-16 517 W 18th St Ordinance | Z25-16 517 W 18th St Ordinance.docx |

Presentation:

Aaron Vannoy

Approvals/Reviews:

Rae Lineberry

Aaron Vannoy

Brandon Dyson

Aaron Vannoy

Heather Stastny

Created/Initiated

Approved

Approved

Approved

Final Approval



STAFF REPORT - Z25-16

Planning Commission: April 21, 2025

City Council 1st reading: May 20, 2025

APPLICATION TYPE:		CASES:	
Zone Change		Z25-16: 517 W 18 th St, Lots 4-10	
SYNOPSIS:			
A request for approval of a zone change from (RM-1) Low Rise Multi-family Residential to (CG) General Commercial for the property located at 517 W 18 th St to be used as a commercial parking lot/auto sales.			
LOCATION:		LEGAL DESCRIPTION:	
517 W 18 th St, Lots 4-10		Acres: 1.165, Lot: 4 THRU LOT 10, Blk: 1, Subd: MINEOLA ADDITION	
SM DISTRICT / NEIGHBORHOOD:	ZONING:	FUTURE LAND USE:	SIZE:
District #4 – Lucy Gonzales Neighborhood – Blackshear	Currently: RM-1 Requesting: CG	Currently: Transitional	Acres: 1.165
NOTIFICATIONS:			
17 notifications sent on 4/4/25. Received 0 in favor and 0 opposed.			
STAFF RECOMMENDATION:			
Staff recommend partial approval of a zone change from (RM-1) Low Rise Multi-family Residential to (CG) General Commercial for lots 4-7 that front N Bryant Blvd but recommends lots 8-10 (about 150ft into the property from Hudson St) to (CN) Neighborhood Commercial the property located at 517 W 18th St.			
PROPERTY OWNER/PETITIONER:			
Petitioner/Owner: Mr. & Mrs. DeWitt			
STAFF CONTACT:			
Rae Lineberry Senior Planner (325) 657-4210, ext 1533 Rae.lineberry@cosatx.us			

Additional Information: The subject of this zone change is a large vacant lot that the owner is currently allowing Texas Truck World to use the lot as part of their commercial parking lot to store vehicles as part of auto sales. The owner will be required to pave any area the vehicles are parked on as part of Section 511 in the Zoning Ordinance. The vision plan for this area is Transitional which should be an area of transition between commercial and residential. The lot north of this lot is Texas Truck World's current lot that has General Commercial in the front which allows the auto sales but Neighborhood Center towards the back of the property, closer to Hudson St to assist with the transition between residential and commercial.

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 staff proposed zoning will follow the current zoning pattern of that area which is Neighborhood Center along Hudson St and General Commercial along N Bryant Blvd.
2. **Consistent with Zoning Ordinance.** **Whether and the extent to which the proposed amendment would conflict with any portion of this Zoning Ordinance.** Staff's proposed zoning does not conflict with the zoning ordinance and will allow development on vacant lots.
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 is compatible with the surrounding area, as it is commercial around the lot and fronts a major arterial.
4. **Changed Conditions.** **Whether and the extent to which there are changed conditions that require an amendment.** A zone change and paving the area would allow Texas Truck World to continue using the lots as part of their vehicle show area.
5. **Effect on Natural Environment.** **Whether and the extent to which the proposed amendment would result in significant adverse impacts on the natural environment, including but not limited to water and air quality, noise, storm water management, wildlife, vegetation, wetlands and the practical functioning of the natural environment.** There are no anticipated adverse effects on neighboring properties.
6. **Community Need.** **Whether and the extent to which the proposed amendment addresses a demonstrated community need.** Granting this request will help development on a currently vacant lot.
7. **Development Patterns.** **Whether and the extent to which the proposed amendment would result in a logical and orderly pattern of urban development in the community.** The property will meet the development pattern of neighborhood center and general commercial in the area.

Recommendation:

Staff recommend **partial approval** of a zone change from (RM-1) Low Rise Multi-family Residential to (CG) General Commercial for lots 4-7 that front N Bryant Blvd but recommends lots 8-10 (about 150ft into the property from Hudson St) to (CN) Neighborhood Commercial the property located at 517 W 18th St.

Note, any development will need to be reviewed under Exhibit A, Article 2 -Development Review

Attachments:

Notification Map

Zoning Map

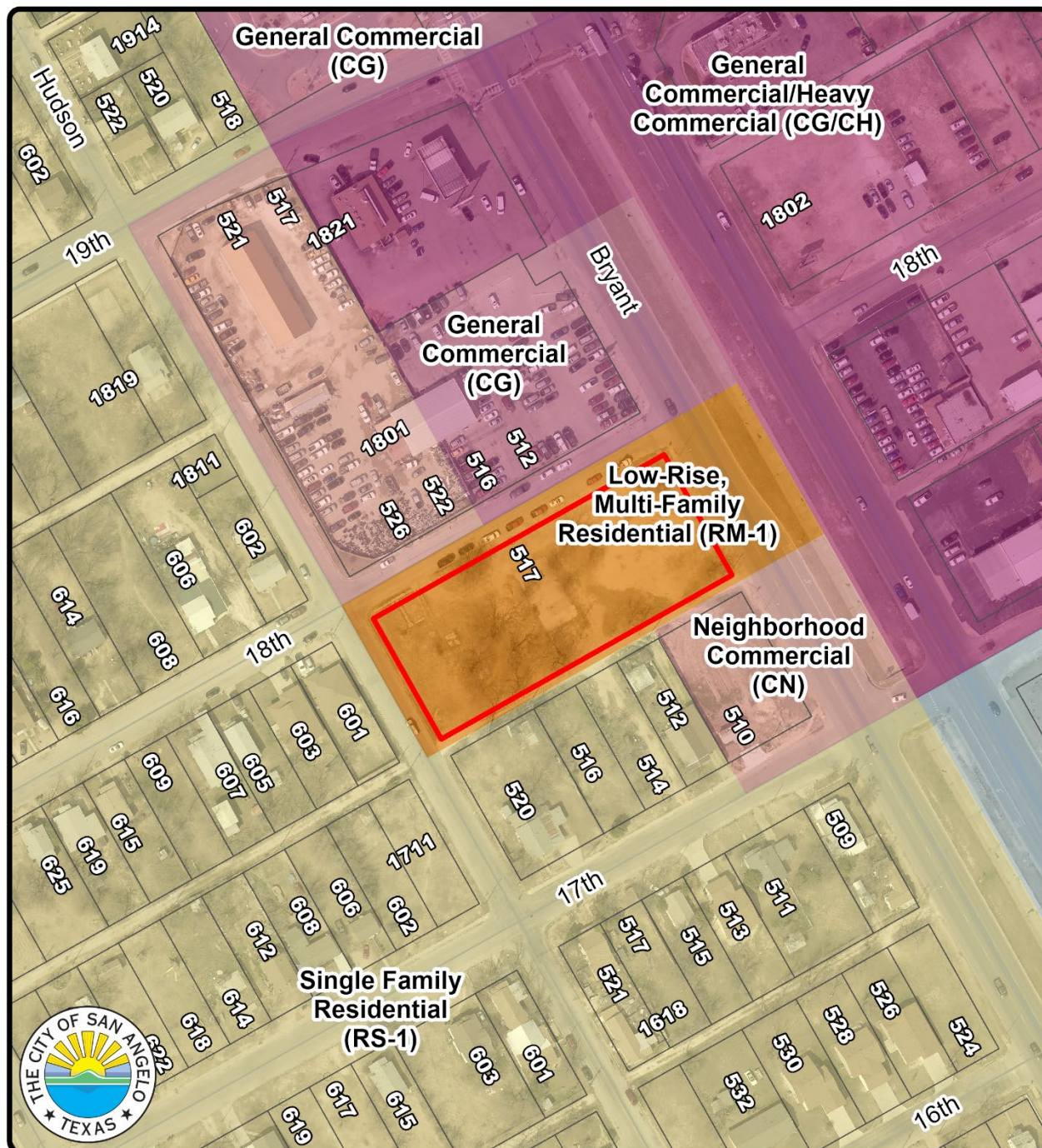
Vision Plan Map



Scale: 0 0.01 0.01 0.03 0.04 0.06 Miles

Notified Properties:





Zoning Map

Z25-16: 517 W 18th St.

Council District: #4 - Lucy Gonzales

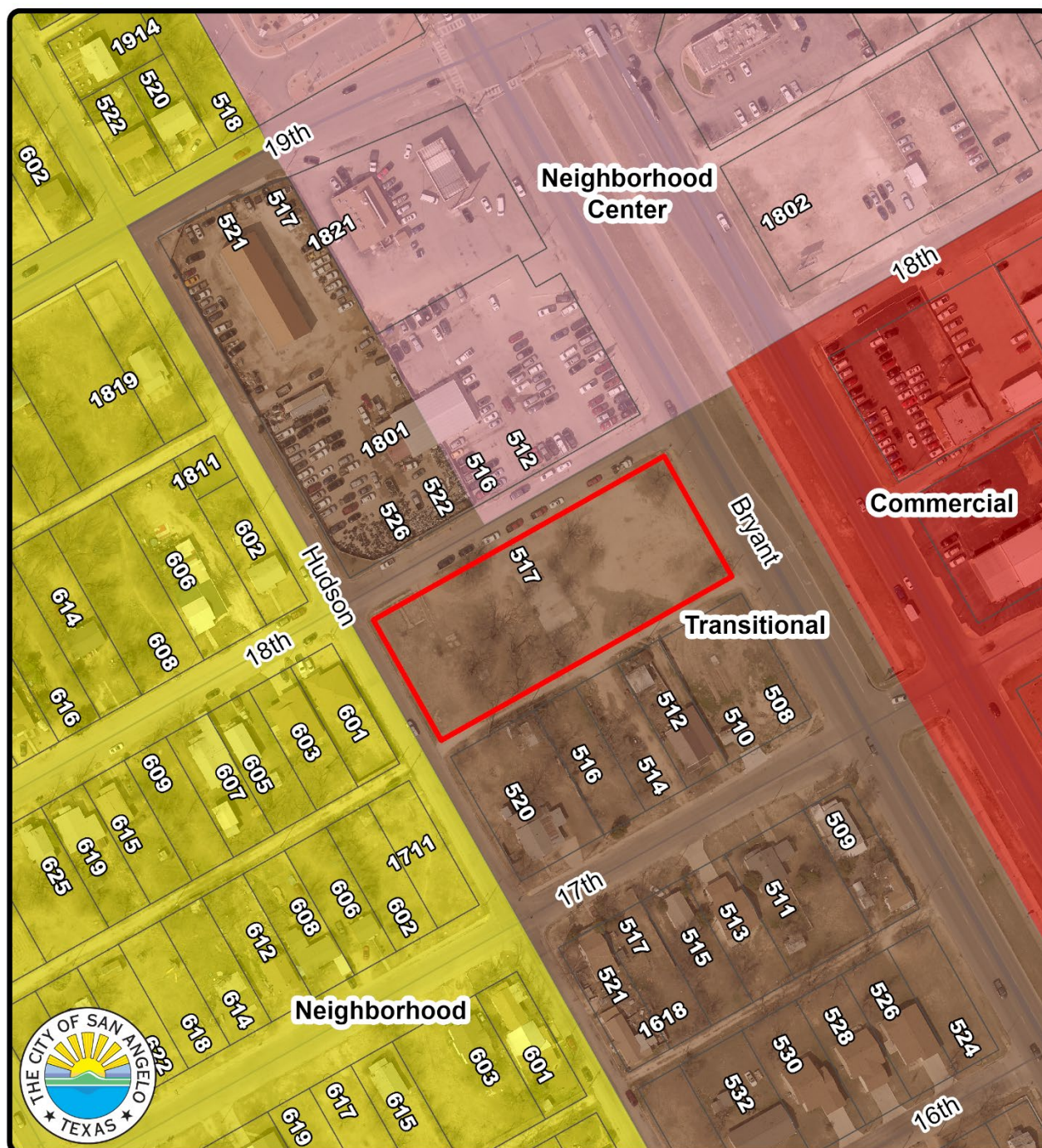
Neighborhood: Blackshear

Scale: 0 0.010.01 0.03 0.04 0.06 Miles

Subject Property: —

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 ZONING AND CLASSIFYING THE FOLLOWING PROPERTY: **APPROXIMATELY 1.165 ACRES LOCATED AT 517 W 18th ST.**; FROM LOW RISE MULTI-FAMILY RESIDENTIAL (RM-1) TO NEIGHBORHOOD COMMERCIAL (CN) ON LOTS 9 & 10 AND GENERAL COMMERCIAL (CG) ON LOTS 4-8; PROVIDING FOR SEVERABILITY; AND, PROVIDING FOR AN EFFECTIVE DATE

RE: Z25-16: 517 W 18th St.

WHEREAS, on the 21st day of April, 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 proposed Neighborhood Commercial (CN) and General Commercial (CG) Zoning District; and,

WHEREAS, on the 20th day of May, 2025, City Council held a public hearing on Z25-16, 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 GENERAL COMMERCIAL (CG) ZONING DISTRICT:

The real property described as from Mineola Addition, Block 1 , Lots 4-8 within the City of San Angelo, Tom Green County, Texas as more particularly described and depicted on Exhibit "A" of this Ordinance.

and the following described properties permanently zoned NEIGHBORHOOD COMMERCIAL (CN) ZONING DISTRICT:

The real property described as from Mineola Addition, Block 1, Lots 9 & 10 within the City of San Angelo, Tom Green County, Texas as more particularly described and depicted on Exhibit “A” of this Ordinance.

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

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

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

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

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

INTRODUCED on the **20th day of May, 2025**, and finally PASSED, APPROVED AND ADOPTED on this the **3rd day of June, 2025**.

THE CITY OF SAN ANGELO

Tom Thompson, Mayor

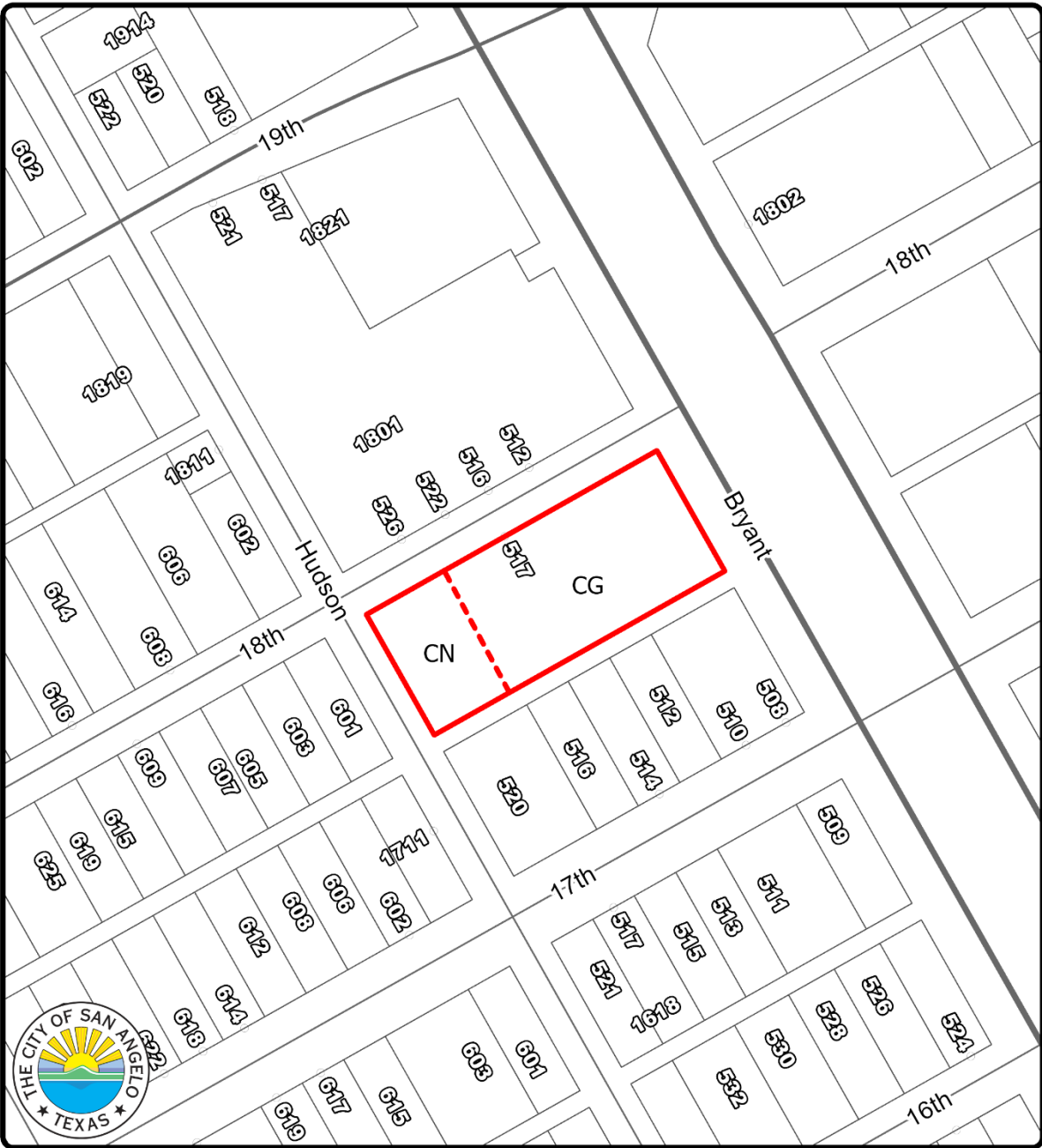
ATTEST:

APPROVED AS TO FORM:

Heather Stastny, City Clerk

Brandon Dyson, Interim City Attorney

Exhibit "A"



Ordinance Map
Z25-16: 517 W 18th St.

Council District: #4 - Lucy Gonzales
Neighborhood: Blackshear

Scale: 0 0.010.01 0.03 0.04 0.06 Miles

Subject Property: —

Existing Zoning: RM-1

Requested Zoning: CG (lots 4-8),
CN (lots 9-10)

