



City Council Agenda 8/5/2025

Notice is hereby given of a regular meeting of the City Council of City of San Angelo to be held August 5, 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. Recognition of the 101st Birthday of Fess Parker

4. Public Comment

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

5. Consent Agenda

- a. Consider approving the July 10, 2025, special meeting minutes and the July 15, 2025, regular meeting minutes (Heather Stastny)
- b. Consider approving the purchase of 3,977.16 sq.-ft. from First Presbyterian Church for the Chadbourne Phase B Project for \$59,900 (appraised value), closing costs not to exceed \$2,000; and authorizing the City Manager to negotiate and execute all related documents (Patrick Frerich, Sarah Torres)
- c. Consider accepting a Subrecipient grant in an amount not to exceed \$100,000 awarded by the Texas General Land Office Local Hazard Mitigation Plans Program through HUD's Community Development Block Grant Mitigation Program, for use towards updating the current Tom Green County/City of San Angelo Multi-Jurisdictional Hazard Mitigation Action Plan and authorizing the City Manager to negotiate and execute related documents (Jose Rivera)
- d. Consider awarding RFP EM-01-25 Hazard Mitigation Plan Update to H2O Partners in the amount of \$68,250 and authorizing the City Manager to negotiate and execute any related documents (Jose Rivera)
- e. Consider approving a fifth amendment to the Santa Fe Municipal Golf Course Services Agreement with Two Pro Management that extends the term of the agreement to September 30, 2027, and authorizing the City Manager to negotiate and execute all related documents (Carl White)
- f. Consider ratifying a COSADC resolution approving a project in an amount not to exceed \$1,000,000 to provide Affordable Housing assistance for needed repairs to damage resulting from the July 4, 2025, flooding; for properties located within the Designated Flood Area; the

project to be administered by Galilee Community Development Corporation, (Galilee) providing repairs to housing eligible under 42 U.S.C. Section 12745 as approved in Chapter 505 Texas Local Government Code for a Type B Development Corporation, and authorizing the Board President to negotiate and execute all related documents; and recommending ratification by City Council (Michael Dane)

- g. Consider ratifying a COSADC resolution approving a project in an amount not to exceed \$1,000,000 for damage repairs needed as a result of the July 4, 2025, flooding to businesses located in the Designated Flood Area; businesses must be eligible under Section 501 and Section 505 Texas Local Government Code for a Type B Development Corporation, for the retention or creation of Primary Jobs; authorizing the Board President to negotiate and execute all related documents; and recommending ratification by City Council (Michael Dane)
- h. Consider ratifying COSADC approval of the first addendum to the Housing Study contract by and between the City of San Angelo Development Corporation and Inter/Direct U.S.A., Ltd, d/b/a Community Development Strategies (CDS) for professional services to prepare an update to the 2019 San Angelo Rental Housing Study award on September 25, 2024, in the amount not to exceed \$7,250, the amendment to include impact analysis of the recent July 4th flood disaster on affordable housing and in-person presentation of the final report, authorizing the Board President to negotiate and execute all related documents; and recommending ratification by City Council (Michael Dane)
- i. Consider ratifying amendments to the Audit Committee Charter (Michael Muncey)
- j. Consider a resolution waiving the imposition and collection of certain building permit fees to repair structures within the designated disaster area due to damages caused by the July 4th flood event (Aaron Vannoy)
- k. Consider a resolution authorizing the Animal Services division to accept a donation of \$3,244.02 from Murdoch's Ranch & Home Supply (Angela Bloss)
- l. Consider resolutions in support of:
 - 1. A Future Interstate Highway Formula Program
 - 2. A Future Interstate Feasibility Study for the Heartland Expressway, Theodore Roosevelt Express and a portion of Ports-to-Plains High Priority Corridors
 - 3. Future Interstate Designation for the Heartland Expressway, Theodore Roosevelt Expressway and a Portion of Ports-to-Plains High Priority Corridors and Numbering Future Interstate Segments (Major Hofheins)

6. Regular Agenda

Comments regarding items on the Regular Agenda may be made by the public when each item is discussed as outlined above. To participate, please sign in with the City Clerk prior to the beginning of the meeting. Speakers will be called in the order they signed in. Comments are limited to less than three minutes. Applicants, proponents, and appellants are exempt from the time limit above and instead must limit their remarks to less than five minutes.

- a. Consider approving Sourcewell Contract #010925-FECON for the purchase of one mulching attachment from Vermeer Texas-Louisiana, in the amount of \$63,888, utilizing stormwater fund balance, and authorizing the City Manager to negotiate and execute all related documents (Presentation made by Senior Fleet Manager Ryan Kramer)

- b. Public hearing to consider the 2025-2029 five-year Consolidated Plan for the use of CDBG and HOME grant funds and authorizing the City Manager to execute all related documents and certifications (Presentation made by Neighborhood and Family Services Interim Director Morgan Chegwiddden)
- c. Discussion and direction regarding properties located in the floodway and floodplain and authorization to apply to the National Resource Conservation Services' Emergency Watershed Protection Program and authorizing the City Manager to negotiate and execute any related documents (Presentation made by Operations Director Patrick Frerich)
- d. First reading and public hearing of an ordinance amending the budget for the fiscal year beginning October 1, 2024, and ending September 30, 2025, for health insurance claims and premiums, property insurance proceeds, flood response funding, COSADC affordable housing flood program, COSADC business flood relief, comprehensive plan, and Coliseum bond proceeds (Presentation made by Finance Director Tina Dierschke)
- e. First reading and public hearing of an ordinance for PD25-04, a request for a Planned Development with the underlying zoning of General Commercial to allow a mixed use of community services, housing, and accessory land uses for community short-term and long-term housing being 10.080 acres located at 738, 740, and 742 W. 14th. St. (Presentation made by Planning & Development Services Director Aaron Vannoy)
- f. First reading and public hearing of an ordinance for Z25-20, a request for a zone change from the Single-family Residential zoning district to the Low Rise Multi-family Residential zoning district for properties located at 611 N. Jackson & 610 N. Van Buren (Presentation made by Planning & Development Services Director Aaron Vannoy)

7. Closed Session

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

8. Follow Up and Administrative Issues

- a. Consider items discussed in Executive Session, if needed
- b. Consider approving various Board nominations:
Audit Committee: Tommy Hiebert (SMD 1) and Mary Coffey (SMD 6)
- c. Announcements and consideration of Future Agenda Items

9. Adjournment

CERTIFICATION

I hereby certify that the above notice of meeting was posted on the bulletin board at City Hall in the City of San Angelo, Texas, on the 30th day of July 2025, at 6:12 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.

Recognition

Mr. Fess Parker, famous for his endearing roles as Davy Crockett and Daniel Boone in movies and on television, is a former San Angeloan, who never forgot the city where he grew up.

Soon after his birth in Ft. Worth on August 16, 1924, Fess and his family traveled to San Angelo where Fess spent his entire childhood and adolescence. He attended Stephen F. Austin Elementary School, and graduated from San Angelo High School in 1942 where he played on the Bobcat football team. He joined the service soon after graduation and served with the US Navy during World War II.

Following his discharge from the service in 1946, Mr. Parker attended Hardin-Simmons University and then graduated from the University of Texas. It was at UT where Fess took a serious “hankerin” for dramatic acting.

Fess began an acting career in 1951, but it wasn’t until 1954 that his big break in show business occurred. Searching for a lead actor to play Davy Crockett in one of his productions, Walt Disney watched Fess co-star in a science-fiction movie called “Them!” and was struck by Fess’ portrayal of a man unswerving in his beliefs despite all odds. Fess was immediately hired for the role.

Fess’ career exploded with the Davy Crockett craze. Besides generating a number one hit song “The Ballad of Davy Crockett”, Fess’ portrayal also created a merchandizing frenzy unlike anything ever seen.. Every little boy in the US dearly wanted a coonskin cap, a buckskin shirt, and a toy rifle called “Old Betsy”. After completing the series, Fess starred in numerous box office hits including “Old Yeller” and “The Great Locomotive Chase”. Fess put his coonskin cap back on once again in 1964 starring as “Daniel Boone” on six-year run of the popular television show.

Fess retired from acting at the age of forty-seven, and began a career in real estate development and ranching near Santa Barbara, California. He often returned to San Angelo for fundraisers, other civic events, updates on the fine arts museum, which at the time was in the Quartermaster Building at Ft. Concho, or to simply visit with old friends, teachers, and classmates from San Angelo High School. In an article in the Standard Times in 1963, Fess spoke of San Angelo saying fondly “After traveling around the country, I still think San Angelo is one of the nicest residential towns I’ve seen. It hasn’t changed essentially, I’m glad to say. But, as usual, it looks like it could stand a little rain.” Fess Elisha Parker Jr. passed away on March 18, 2010 near Santa Barbara, California.

Now, therefore, I, Tom Thompson, Mayor of the City of San Angelo, Texas, on behalf of the City Council, do hereby recognize and applaud the life of

MR. FESS ELISHA PARKER JR.

And encourage all citizens to join in celebrating his achievements and the 101st anniversary of the birth of this outstanding citizen of San Angelo on August 16, 2025.

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

Tom Thompson
Mayor of the City of San Angelo

City of San Angelo, Texas
Special City Council Meeting
Thursday, July 10, 2025

Present:

Mayor Tom Thompson
Mayor Pro tem Tommy Hiebert, SMD 1
Council Member Joe Self, SMD 2
Council Member Harry Thomas, SMD 3
Council Member Patrick Keely, SMD 4
Council Member Karen Hesse Smith, SMD 5
Council Member Mary Coffey, SMD 6

1. Call to Order

With a quorum of the City Council Members present, Mayor Thompson called the special session of the San Angelo City Council to order at 3:00 p.m. on Thursday, July 10, 2025 at the San Angelo McNease Convention Center, 501 Rio Concho Drive, San Angelo, Texas 76903.

2. Public Comment

Jamal Schumpert (SMD 4) expressed concern over floodwater damage and mitigation.

Robert Diaz (SMD 5) thanked Council and community partners for their quick response and assistance.

3. Special Agenda

- a. Consider authorizing an order continuing the Declaration of Disaster issued by the Mayor related to the severe storm and flash flooding event that occurred on July 4, 2025 (Brandon Dyson)

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

- b. Consider approval of the Emergency Debris Collection Task Order 1 with Ceres Environmental under RFP OP-01-20 for an amount not to exceed \$1,000,000 sourced from Solid Waste fund balance and authorizing the City Manager to negotiate and execute all related documents (Shane Kelton)

Motion: Council Member Keely 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.

- c. Consider approving an Emergency Purchase pursuant to Texas Local Government Code Section 252.022(a)(2) for Debris Collection Monitoring Contract with True North Emergency Management, LLC in the amount not to exceed \$350,000 sourced from Solid Waste fund balance and authorizing the City Manager to negotiate and execute all related documents (Shane Kelton)

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

4. Follow Up and Administrative Issues

- a. Announcements and consideration of Future Agenda Items

5. Adjournment

Motion: Council Hiebert made a motion, seconded by Council Member Thomas, to adjourn the meeting. The motion carried unanimously (7) ayes to (0) nays.

There being no further business, the meeting adjourned at 3:34 p.m.

THE CITY OF SAN ANGELO, TEXAS:

ATTEST:

Tom Thompson, 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
Regular City Council Meeting
Tuesday, July 15, 2025

Present:

Mayor Tom Thompson
Council Member Tommy Hiebert, SMD 1
Council Member Joe Self, SMD 2
Council Member Harry Thomas, SMD 3
Council Member Patrick Keely, SMD 4
Council Member Karen Hesse Smith, SMD 5
Council Member Mary Coffey, SMD 6

1. Call to Order

With a quorum of the City Council Members present, Mayor Thompson called the regular session of the San Angelo City Council to order at 8:31 a.m. on Tuesday, July 15, 2025 at the San Angelo McNease Convention Center, 501 Rio Concho Drive, San Angelo, Texas 76903.

2. Chaplain Prayer & Pledges

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

3. Proclamations/Recognitions

No proclamations/recognitions.

4. Public Comment

Citizen Jamal Schumpert (SMD 4) spoke about possible relief efforts for the Nothside Recreation Center. Operations Director Patrick Frerich provided an update of the clean-up schedule for citizens affected by the July 4 flood.

5. Consent Agenda

- a. Approval of the June 17-18, 2025 and June 23, 2025 Strategic Planning Workshop minutes, and the July 1, 2025, City Council regular meeting minutes (Heather Stastny)
- b. Ratification of a COSADC resolution authorizing the termination of an economic development performance agreement between the City of San Angelo Development Corporation and Ethicon, Inc. dated July 1, 2019; authorizing the Board President to execute all related documents (Michael Dane)
- c. Adoption of a resolution of support by the City for its detailed application to the Texas Department of Transportation's 2025 Transportation Alternatives Set-Aside (TA) Grant Program (Patrick Frerich)

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

6. Regular Agenda

- a. Adoption of an Ordinance authorizing the Issuance and Sale of up to \$41,660,000 of City of San Angelo, Texas General Obligation Bonds, Taxable Series 2025, for the purposes of improving the City's Coliseum located on the San Angelo Fairgrounds, as approved by voters at the Bond Election held within the City on May 3, 2025; Levying an Annual Ad Valorem Tax and providing for the Security for and Payment of said Bonds; Approving an Official Statement, a Bond Purchase Agreement, and a Paying Agent/Registrar Agreement; and enacting other provisions relating to the subject (Presentation made by Finance Director Tina Dierschke and Specialized Public Finance, Inc. Managing Director Vince Vialle)

Motion: Council Member Thomas 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.

- b. Adoption a resolution establishing the Coliseum renovation project as an economic development program under Chapter 380 of the Texas Local Government Code, and authorizing the City Manager to negotiate and execute a Chapter 380 agreement with the Stock Show and Rodeo Association setting out the development obligations under the program (Presentation made by Interim City Attorney Brandon Dyson)

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

- c. Approval of the issuance of 2025 Tax Notes to provide for taxiway improvements at the Airport (Presentation made by Director of Finance Tina Dierschke)

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

- d. Adoption of a resolution approving the 2026-2030 Capital Improvement Plan for the City of San Angelo (Presentation made by Finance Director Tina Dierschke)

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

- e. Approval of a lease agreement renewal with US Customs and Border Protection for the Air and Marine Operations Hangar, and approving TIPS Agreement # 23010402 with CC3 Construction in the amount \$996,223.60 for the hangar shell improvements funded by the lease agreement and authorizing the City Manager to negotiate and execute all related documents (Presentation made by Airport Director Justin Fletcher)

Motion: Council Member Thomas made a motion, seconded by Council Member Coffey, to approve the item as presented. The motion carried (6) ayes to (0) nays with (1) abstention by Council Member Self. No public comment.

- f. Award of AP-01-25 Construct South Hangar Access Taxilane at the San Angelo Regional Airport to Hoar Construction in the amount of \$4,458,585.17 (FAA AIP# 3-48-0191-051-2025) utilizing \$300,000 of Airport fund balance and authorizing the City Manager to negotiate and execute all related documents (Presentation made by Airport Director Justin Fletcher)

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

- g. Authorization of staff to develop and issue a Request for Qualifications (RFQ) for the re-envisioning of the Concho River parks and Santa Fe Park to seek professional services to create landscape plans that incorporate the "Concho River Legacy Trail" sculpture installations (Presentation made by Parks and Recreation Director Carl White)

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

- h. First reading and public hearing of ordinances for:
 - 1. CP25-01, a request to amend the Comprehensive Plan from Neighborhood to Commercial in the Lasker Addition Block 38, Lot 6; and
 - 2. Z25-18, a request to rezone from the Single-family Residential zoning district to the General Commercial zoning district, located at 21 E. 21st St., being in the Lasker Addition Block 38, Lots 4-6 (Presentation made by Planning & Development Services Director Aaron Vannoy)

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

- i. First reading and public hearing of an ordinance to amend PD05-02, a request to amend a Planned Development by updating the Concept Site Plan to include renovations and expansions located at 50 E. 43rd St. (Presentation made by Planning & Development Services Director Aaron Vannoy)

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

7. Closed Session

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

- a. Section 551.074 - Personnel matters to deliberate the appointment of the City Attorney

8. Follow Up and Administrative Issues

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

City Manager Daniel Valenzuela announced the appointment of Brandon Dyson as City Attorney.

- b. Approval of various Board nominations:
Park Commission: James Robinson (At-Large) to an unexpired term ending January 2027

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

c. Announcements and consideration of Future Agenda Items

9. Adjournment

Motion: Council Member Hiebert made a motion, seconded by Council Member Thomas, to adjourn the meeting. The motion carried unanimously (7) ayes to (0) nays.

There being no further business, the meeting adjourned at 10:17 a.m.

THE CITY OF SAN ANGELO, TEXAS:

ATTEST:

Tom Thompson, Mayor

Heather Stastny, City Clerk

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

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Sarah Tackett, Real Estate Manager, Real Estate

Meeting Date: August 5, 2025

Item type: Consent Item

Caption:

Consider approving the purchase of 3,977.16 sq.-ft. from First Presbyterian Church for the Chadbourne Phase B Project for \$59,900 (appraised value), closing costs not to exceed \$2,000; and authorizing the City Manager to negotiate and execute all related documents (Patrick Frerich, Sarah Torres)

Staff Recommendation:

Approve

Summary/History:

This property acquisition is necessary to improve the alignment of the College Avenue intersection as part of the Chadbourne Phase B Capital Improvement Project. Without this acquisition, the design intent of the plans could not be met, resulting in a misaligned configuration of this intersection.

Funding Source(s):

Fund:	Account:	Project Number:	Amount Budgeted:
	534-9900-530-31		\$61,900.00

Financial Impact:

Amount has been budgeted in the FY2025 budget.

Other Information/Recommendation:

Staff recommends approval of this project.

Attachments:

1.	3977.16 Sq. Ft. Survey	3977.16 Sq. Ft. Survey.pdf
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Presentation:

Sarah Tackett

Approvals/Reviews:

Sarah Tackett
Sarah Tackett

Created/Initiated
Approved

Brandon Dyson
Patrick Frerich
Jeffrey Tomlinson
Tina Dierschke
Brandon Dyson
Heather Stastny

Approved
Approved
Approved
Approved
Approved
Final Approval

THIS SURVEY IS PROTECTED BY ALL
APPLICABLE STATE AND FEDERAL COPYRIGHT
LAWS. THIS SURVEY IS VOID WITHOUT AN
ORIGINAL SIGNATURE AND SEAL.



PLAT SHOWING A SURVEY OF 3,977.16 SQUARE FEET OF LAND OUT OF LOT 11A, SECOND REPLAT IN BLOCK 18, MAINTOWN, CITY OF SAN ANGELO, TOM GREEN COUNTY, TEXAS AS PER PLAT RECORDED IN CABINET C, SLIDE 82, PLAT RECORDS OF TOM GREEN COUNTY, TEXAS. SEE ATTACHED FIELD NOTES.

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

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

Dated: December 30, 2024.

Paul J. Gully

RUSSELL T. GULLY
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5636

24-S-1694

SKG
ENGINEERING, LLC

SURVEYING • ENVIRONMENTAL • LAB/CMT

706 SOUTH ABE STREET
SAN ANGELO, TEXAS 76903

PHONE: 325.655.1288
FAX: 325.657.8189

FIRM NO.: 10102400
www.skge.com

LEGEND:

- Found 1/2" Iron Pipe or Rod
(unless otherwise noted)
- ⊗ Set Chiseled X in Conc.
- ⊕ Set Crow's Foot in Conc.
- ⊙ Set Magnetic Nail



Building



DLH

LOT 11A

FIELD NOTES

3,977.16 Square Feet

December 30, 2024
24-S-1694_ 3977.16_SqFt

Being an area of 3,977.16 square feet of land out of Lot 11A, Second Replat in Block 18, City of San Angelo, Tom Green County, Texas as per plat recorded in Cabinet C, Slide 82, Plat Records of Tom Green County, Texas and said 3977.16 Square Foot of land being more particularly described by metes and bounds as follows:

Beginning at a chiseled X set in concrete for the southeast corner of this tract and being on the east right of way line of South Chadbourne Street and said Lot 11A, Block 18, from which a 1-1/2" iron pipe found bears S. 18°00'06" E. a distance of 2.26 feet, and a 3/4" iron pipe found bears S. 20°22'08" E. a distance of 158.45 feet, and a 1/2" iron pipe with cap marked "SKG ENGINEERS" found for the southeast corner of said Lot 11A, Block 18 bears S. 20°30'00" E. a distance of 208.64 feet;

Thence with the south boundary line of this tract and crossing said Lot 11A, **S. 69°30'00" W.** a distance of **263.96** feet to a magnetic nail set for the west corner of this tract and on the south right of way line of West College Avenue

Thence with the north boundary line of this tract and said Lot 11A, and the existing south right of way line of West College Avenue as follows:

S. 69°30'00" W. a distance of **263.96** feet to a chiseled X set in concrete at an angle corner;

N. 59°40'09" E. a distance of **149.51** feet to a chiseled X set in concrete at an angle corner;

N. 66°20'41" E. a distance of **16.48** feet to a chiseled X set in concrete and the beginning of a curve to the right;

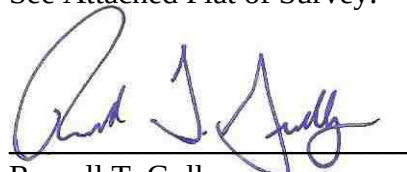
In a easterly direction with a non-tangent curve turning to the right, having a radius of 132.34 feet, central angle of 12°55'14", arc length of 29.84 feet, whose long chord bears **N. 77°49'03" E.** a distance of **29.78** feet to a chiseled X set in concrete for the end of this curve;

N. 83°35'13" E. a distance of **72.91** feet to a crow's foot set in concrete for the northeast corner of this tract and said Lot 11A, and on the west right of way line of North Chadbourne Street;

Thence with the east boundary line of this tract and said Lot 11A, and west right of way line of said North Chadbourne Street, **S. 20°30'00" E.** a distance of **4.38** feet to the point of beginning and containing **3977.16** square feet of land

Bearings recited hereon are based on the plat of record.

See Attached Plat of Survey.



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



REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Jennifer Bellemare, Administrative Office Coordinator , Emergency Management

Meeting Date: August 5, 2025

Item type: Consent Item

Caption:

Consider accepting a Subrecipient grant in an amount not to exceed \$100,000 awarded by the Texas General Land Office Local Hazard Mitigation Plans Program through HUD's Community Development Block Grant Mitigation Program, for use towards updating the current Tom Green County/City of San Angelo Multi-Jurisdictional Hazard Mitigation Action Plan and authorizing the City Manager to negotiate and execute related documents (Jose Rivera)

Staff Recommendation:

Accept

Summary/History:

The Tom Green County/City of San Angelo Hazard Mitigation Action Plan was developed in 2020 with the goal of minimizing long-term risks to human life and property from known hazards by identifying and implementing cost-effective hazard mitigation actions. The planning process included the participating jurisdictions, stakeholders, and the public. It was then approved by FEMA and adopted by the City of San Angelo and Tom Green County in July 2020, and must be updated after five years.

The GLO is awarding the City of San Angelo and Tom Green County up to \$100,000 for reimbursable costs relating to the update of this plan through the LHMPP. LHMPP is a first-come, first-served grant program funded through Housing and Urban Development's CDBG-MIT. The grant requires no local match and will enable the City to proceed with the plan update process. At the completion of the planning process, FEMA approval of the plan will be sought, followed by adoption by both the City and County. Having a FEMA-approved plan adopted ensures eligibility for funding programs offered by the State of Texas and the Federal government. This includes maintaining eligibility for the full range of future Federal disaster relief.

Funding Source(s):

Fund:	Account:	Project Number:	Amount Budgeted:
Revenue Account	1039200-32124		\$100,000.00
Expense Account -	1039200-48047		\$100,000

Financial Impact:

Revenue Account - 1039200-32124 - Used to receive grant funds

Expense Account - 1039200-48047 - Used to pay consultant

Other Information/Recommendation:

Attachments:

1. COSA_GLO_Contract_Draft
- COSA_GLO_Contract_Draft.pdf

Presentation:

Jose Rivera

Approvals/Reviews:

Jennifer Bellemare	Created/Initiated
Patrick Frerich	Approved
Shane Kelton	Approved
Brandon Dyson	Approved
Jeffrey Tomlinson	Approved
Jonathan Flores	Approved
Tina Dierschke	Approved
Brandon Dyson	Approved
Heather Stastny	Final Approval



GLO CONTRACT NO. 22-130-087-F248
COMMUNITY DEVELOPMENT BLOCK GRANT
LOCAL HAZARD MITIGATION PLANNING PROGRAM
NON-RESEARCH & DEVELOPMENT
MITIGATION FUNDING

The **GENERAL LAND OFFICE** (the “GLO”), a Texas state agency, and **CITY OF SAN ANGELO**, Texas Identification Number (TIN) **17560006599** (“Subrecipient”), each a “Party” and collectively the “Parties,” enter into this Subrecipient agreement (the “Contract”) under the U.S. Department of Housing and Urban Development’s Community Development Block Grant Mitigation (“CDBG-MIT”) program to provide financial assistance with funds appropriated under the Further Additional Supplemental Appropriations for Disaster Relief Requirements Act, 2018 (Public Law 115-123), enacted on February 9, 2018, for necessary expenses for Activities authorized under Title I of the Housing and Community Development Act of 1974 (42 U.S.C. § 5301 et seq.) related to disaster relief, long-term recovery, restoration of infrastructure and housing, economic revitalization, mitigation, and affirmatively furthering fair housing, in accordance with Executive Order 12892, in the most impacted and distressed areas resulting from major declared disasters that occurred in 2015, 2016, or 2017 pursuant to the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. § 5121 et seq.).

Through CDBG-MIT Federal Award Number B-18-DP-48-0002, awarded January 12, 2021, as may be amended from time to time, the GLO administers grant funds as Community Development Block Grants (Catalog of Federal Domestic Assistance Number 14.228, “Community Development Block Grants/State’s program and Non-Entitlement Grants in Hawaii”), as approved by the Texas Land Commissioner and limited to use for facilitating recovery efforts in Presidentially-declared major disaster areas.

ARTICLE I - GENERAL PROVISIONS

1.01 SCOPE OF PROJECT AND SUBAWARD

(a) Scope of Project

The purpose of this Contract is to set forth the terms and conditions of Subrecipient’s participation in the CDBG-MIT program. In strict conformance with the terms and conditions of this Contract, Subrecipient shall perform, or cause to be performed, the Planning Activities defined in **Attachment A** (the “Project”). Subrecipient shall conduct the Project in strict accordance with this Contract, including all Contract Documents listed in **Section 1.02**, below, and any Amendments, Revisions, or Technical Guidance Letters issued by the GLO.

(b) **Subaward**

Subrecipient submitted a Grant Application under the Program. The GLO enters into this Contract based on Subrecipient's approved Grant Application.

Subject to the terms and conditions of this Contract and Subrecipient's approved Grant Application, the GLO shall issue a subaward to Subrecipient in an amount not to exceed **\$100,000.00**, payable as reimbursement of Subrecipient's allowable expenses, to be used in strict conformance with the terms of this Contract and the Performance Statement, Budget, and Benchmarks in **Attachment A**.

The GLO is not liable to Subrecipient for any costs Subrecipient incurs before the effective date of this Contract or after the expiration or termination of this Contract. The GLO, in its sole discretion, may reimburse Subrecipient for allowable costs incurred before the effective date of this Contract, in accordance with federal law.

1.02 CONTRACT DOCUMENTS

This Contract and the following Attachments, attached hereto and incorporated herein in their entirety for all purposes, shall govern this Contract:

- ATTACHMENT A:** Performance Statement, Budget, and Benchmarks
- ATTACHMENT B:** Federal Assurances and Certifications
- ATTACHMENT C:** General Affirmations
- ATTACHMENT D:** Nonexclusive List of Applicable Laws, Rules, and Regulations
- ATTACHMENT E:** GLO Information Security Appendix
- ATTACHMENT F:** Contract Reporting Template

1.03 GUIDANCE DOCUMENTS

Subrecipient is deemed to have read and understood, and shall abide by, all Guidance Documents applicable to the CDBG-MIT program, including, without limitation, the following:

- (a) 2 C.F.R. Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
- (b) the relevant Federal Register publications;
- (c) the Action Plan;
- (d) Other guidance posted on the Texas General Land Office Disaster Recovery Webpage; and
- (e) Other guidance posted at: <https://www.hudexchange.info/>.

All Guidance Documents identified herein are incorporated herein in their entirety for all purposes.

1.04 DEFINITIONS

“[Act](#)” means Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. § 5301, et seq.).

“[Action Plan](#)” means the State of Texas CDBG Mitigation (CDBG-MIT) Action Plan. The Action Plan is available on the GLO’s disaster recovery website.

“[Activity](#)” means a defined class of works or services eligible to be accomplished using CDBG-MIT funds. Activities are specified in Subrecipient’s Performance Statement and Budget in **Attachment A**.

“[Administrative and Audit Regulations](#)” means all applicable statutes, regulations, and other laws governing administration or audit of this Contract, including Title 2, Part 200, of the Code of Federal Regulations and Chapters 321 and 2155 of the Texas Government Code.

“[Amendment](#)” means a written agreement, signed by the Parties hereto, that documents alterations to the Contract other than those permitted by Technical Guidance Letters or Revisions, as herein defined.

“[Application](#)” or “[Grant Application](#)” means the information Subrecipient provided to the GLO that is the basis for the award of funding under this Contract.

“[Attachment](#)” means documents, terms, conditions, or additional information physically added to this Contract following the execution page or included by reference.

“[Audit Certification Form](#)” means the form, as specified in the GLO Guidance Documents, that Subrecipient will complete and submit to the GLO annually, in accordance with **Section 4.01** of this Contract, to identify Subrecipient’s fiscal year expenditures.

“[Benchmark](#)” means the milestones identified in **Attachment A** that define actions and deliverables required to be completed by Subrecipient for release of funding by the GLO throughout the life of the Contract.

“[Budget](#)” means the budget for the Activities funded by the Contract, a copy of which is included in **Attachment A**.

“[CDBG-MIT](#)” means the Community Development Block Grant Mitigation Program administered by the U.S. Department of Housing and Urban Development, in cooperation with the GLO.

“[C.F.R.](#)” means the United States Code of Federal Regulations, the codification of the general and permanent rules and regulations (sometimes called administrative law) published in the Federal Register by the executive departments and agencies of the federal government of the United States.

“[Contract](#)” means this entire document; any Attachments, both physical and incorporated by reference; and any Amendments, Revisions, or Technical Guidance Letters the GLO may issue, to be incorporated by reference herein for all purposes as they are issued.

“[Contract Documents](#)” means the documents listed in **Section 1.02**.

“[Contract Period](#)” means the period of time between the effective date of the Contract and its expiration or termination date.

“[Element A: Planning Process](#)” means Element A of FEMA’s Local Mitigation Planning Policy Guide, as amended, which outlines the planning process required of local jurisdictions when developing or updating a local hazard mitigation plan.

“[Element B: Hazard Identification and Risk Assessment](#)” means Element B of FEMA’s Local Mitigation Planning Policy Guide, as amended, which provides a tool for subrecipients to use in developing a local hazard mitigation plan to demonstrate the factual basis for proposed activities that will reduce losses from identified hazards.

“[Equipment](#)” means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost that equals or exceeds the lesser of the capitalization level established by Subrecipient for financial statement purposes or \$10,000, as defined at 2 C.F.R. § 200.1.

“[Event of Default](#)” means the occurrence of any of the events set forth in **Section 3.03**, herein.

“[Federal Assurances](#)” means Standard Form 424B (for non-construction projects) or Standard Form 424D (for construction projects), as applicable, in **Attachment B**, attached hereto and incorporated herein for all purposes.

“[Federal Certifications](#)” means the document titled “Certification Regarding Lobbying – Compliant with Appendix A to 24 C.F.R. Part 87” and Standard Form LLL, “Disclosure of Lobbying Activities,” also in **Attachment B**, attached hereto and incorporated herein for all purposes.

“[FEMA](#)” means the Federal Emergency Management Agency.

“[FEMA Approval](#)” or “[FEMA APP](#)” means the status letter issued by FEMA upon approval of the Subrecipient’s HMP, as adopted.

“[FEMA Approval Pending Adoption](#)” or “[FEMA APA](#)” means the status letter issued by FEMA upon approval of the Subrecipient’s submitted draft HMP.

“[FEMA’s Local Mitigation Planning Policy Guide](#)” means FEMA’s official source, as amended, for defining the requirements of original and updated local mitigation plans submitted to FEMA by local jurisdictions in order to receive FEMA hazard mitigation project grant funding.

“[Federal Register](#)” means the official journal of the federal government of the United States that contains government agency rules, proposed rules, and public notices, including U.S. Department of Housing and Urban Development’s Federal Register Notice 84 Fed. Reg. 45838 (August 30, 2019) and any other publication affecting CDBG-MIT funding allocations.

“[Fiscal Year](#)” means the period beginning September 1 and ending August 31 each year, which is the annual accounting period for the State of Texas.

“[GAAP](#)” means “generally accepted accounting principles.”

“[GASB](#)” means accounting principles as defined by the Governmental Accounting Standards Board.

“[General Affirmations](#)” means the affirmations in **Attachment C**, which Subrecipient certifies by signing this Contract.

“[GLO](#)” means the Texas General Land Office and its officers, employees, and designees, acting in their official capacities.

“[GLO-CDR](#)” means the Community Development and Revitalization department of the GLO.

“[GLO Implementation Manual](#)” means the manual created by the GLO for subrecipients of CDBG-MIT grant allocations to provide guidance and training on the policies and procedures required so that subrecipients can effectively implement CDBG-MIT programs and timely spend grant funds.

“[Grant Completion Report](#)” or “[GCR](#)” means a report containing an accounting of all Activities completed under the Project and all information required for final acceptance of deliverables and Contract closeout.

“[Grant Manager](#)” means the authorized representative of the GLO responsible for the day-to-day management of the Project and the direction of staff and independent contractors in the performance of work relating thereto.

“[Guidance Documents](#)” means the documents referenced in **Section 1.03**.

“[Hazard Mitigation Plan](#)” or “[HMP](#)” means the original or updated local hazard mitigation plans submitted by local jurisdictions to the GLO and TDEM in order to receive FEMA hazard mitigation project grant funding.

“[HUD](#)” means the United States Department of Housing and Urban Development.

“[Intellectual Property](#)” means patents, rights to apply for patents, trademarks, trade names, service marks, domain names, copyrights and all applications and worldwide registration of such, schematics, industrial models, inventions, know-how, trade secrets, computer software programs, other intangible proprietary information, and all federal, state, or international registrations or applications for any of the foregoing.

“[Local Hazard Mitigation Plan Program Application Guide](#)” or “[LHMPP Application Guide](#)” means GLO’s guidance that outlines the program requirements of GLO’s LHMPP.

“[Local Hazard Mitigation Plan Program](#)” or “[LHMPP](#)” means the Local Hazard Mitigation Plan Program administered by the GLO, in which funds are awarded to Subrecipients to assist them in either developing or updating their local Hazard Mitigation Plan (HMP).

“[MID](#)” means “most impacted and distressed,” referencing a geographical area identified by the State of Texas or HUD as an area that sustained significant damage from a major disaster.

“[Performance Statement](#)” means the statement of work for the Project in **Attachment A**, which includes specific Benchmarks and Activities, provides specific Project details and location(s), and lists Project beneficiaries.

“[Planning](#)” means an Activity performed to assist in determining community disaster recovery needs such as urban environmental design, flood control, drainage improvements, surge protection, or other recovery responses. Planning services cannot include engineering design.

“[Program](#)” means the CDBG-MIT program, administered by HUD and the GLO.

“[Project](#)” means the work to be performed under this Contract, as described in **Section 1.01(a)** and **Attachment A**.

“[Public Information Act](#)” or “[PIA](#)” means Chapter 552 of the Texas Government Code.

“[Revision](#)” means the GLO’s written approval of changes to Benchmarks or deliverable due dates, movement of funds among budget categories, and other Contract adjustments the GLO may approve without a formal Amendment.

“[Subrecipient](#)” means City of San Angelo, a recipient of federal CDBG-MIT funds through the GLO as the pass-through funding agency. Subrecipient may also be referred to as “Provider” herein.

“[TDEM](#)” means the Texas Division of Emergency Management.

“[Technical Guidance Letter](#)” or “[TGL](#)” means an instruction, clarification, or interpretation of the requirements of this Contract or the CDBG-MIT Program that is issued by the GLO and provided to Subrecipient, applicable to specific subject matters pertaining to this Contract, and to which Subrecipient shall be subject as of a specific date.

“[Texas Integrated Grant Reporting System](#)” or “[TIGR](#)” means the GLO system of record for documenting and reporting the use of grant funding.

“[U.S.C.](#)” means the United States Code.

1.05 INTERPRETIVE PROVISIONS

- (a) The meaning of a defined term applies to its singular and plural forms.
- (b) The words “hereof,” “herein,” “hereunder,” and similar words refer to this Contract as a whole and not to any particular provision, section, Attachment, or schedule of this Contract unless otherwise specified.
- (c) The term “including” means “including, without limitation.”
- (d) Unless otherwise expressly provided, a reference to a contract includes subsequent amendments and other modifications thereto that were executed according to the contract’s terms and a reference to a statute, regulation, ordinance, or other law includes subsequent amendments, renumbering, recodification, and other modifications thereto made by the enacting authority.
- (e) The captions and headings of this Contract are for convenience of reference only and shall not affect the interpretation of this Contract.

- (f) The limitations, regulations, and policies contained herein are cumulative and each must be performed in accordance with its terms without regard to other limitations, regulations, and policies affecting the same matter.
- (g) Unless otherwise expressly provided, reference to any GLO action by way of consent, approval, or waiver is deemed modified by the phrase “in its sole discretion.” Notwithstanding the preceding, the GLO shall not unreasonably withhold or delay any consent, approval, or waiver required or requested of it.
- (h) All due dates and/or deadlines referenced in this Contract that occur on a weekend or holiday shall be considered as if occurring on the next business day.
- (i) All time periods in this Contract shall commence on the day after the date on which the applicable event occurred, report is submitted, or request is received.
- (j) Time is of the essence in this Contract.
- (k) In the event of conflicts or inconsistencies between this Contract, its Attachments, federal and state requirements, and any documents incorporated herein by reference, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority: all applicable laws, rules, and regulations, including, but not limited to, those included in **Attachment D**; the Contract; **Attachment A**; **Attachment B**; **Attachment C**; **Attachment E**; **Attachment F**; applicable Guidance Documents; and the GLO Implementation Manual. Conflicts or inconsistencies between GLO Implementation Manual and this Contract; any laws, rules, or regulations; or any of the Guidance Documents should be reported to the GLO for clarification of the GLO Implementation Manual.

ARTICLE II – REIMBURSEMENT, ADVANCE PAYMENT, BUDGET VARIANCE, AND INCOME

2.01 REIMBURSEMENT REQUESTS

Each invoice submitted by Subrecipient shall be supported by actual receipts, cancelled checks, and/or such other documentation that, in the judgment of the GLO, allows for full substantiation of the costs incurred. Requests for payment must be submitted via the GLO’s Texas Integrated Grant Reporting (TIGR) system of record or as otherwise specified in a Technical Guidance Letter issued under this Contract.

Subrecipient will be paid in accordance with the Contract Budget and the Benchmarks described in **Attachment A**. Failure by Subrecipient to perform any action or submit any deliverable as described in **Attachment A** could result in the GLO placing a hold on further Subrecipient draws, conducting an official monitoring risk assessment, or requiring repayment, in part or in full, by Subrecipient of drawn funds in addition to other remedies provided to the GLO under this Contract.

2.02 TIMELY EXPENDITURES

In accordance with the Federal Register and to ensure timely expenditure of grant funds, Subrecipient shall submit reimbursement requests under this Contract, at a minimum, quarterly.

THE GLO MUST RECEIVE A REIMBURSEMENT REQUEST FOR AN INCURRED EXPENSE NOT LATER THAN ONE HUNDRED TWENTY (120) DAYS FROM THE DATE SUBRECIPIENT OR ANY OF ITS SUBCONTRACTORS INCUR THE EXPENSE. THE GLO MAY, IN ITS SOLE DISCRETION, DENY REIMBURSEMENT REQUESTS THAT DO NOT MEET THIS REQUIREMENT, ISSUE DELINQUENCY NOTICES, WITHHOLD CAPACITY POINTS ON FUTURE FUNDING COMPETITIONS, IMPOSE A MONITORING REVIEW OF SUBRECIPIENT'S ACTIVITIES, OR IMPLEMENT OTHER CORRECTIVE ACTIONS.

Subrecipient shall submit final reimbursement requests to the GLO prior to Contract expiration or termination. The GLO, in its sole discretion, may deny payment and de-obligate remaining funds from the Contract upon expiration or termination of the Contract. The GLO's ability to de-obligate funds under this **Section 2.02** notwithstanding, the GLO shall pay all eligible reimbursement requests that are timely submitted.

2.03 PROGRAM INCOME

In accordance with 24 C.F.R. § 570.489(e), Subrecipient shall maintain records of the receipt and accrual of all program income, as "program income" is defined in that section. Subrecipient shall report program income to the GLO in accordance with **Article IV** of this Contract. Subrecipient shall return all program income to the GLO at least quarterly.

2.04 SUBAWARD OFFER SUBJECT TO CANCELLATION

IF SUBRECIPIENT DOES NOT RETURN THE ORIGINAL SIGNED CONTRACT TO THE GLO WITHIN SIXTY (60) DAYS OF TRANSMITTAL OF THE CONTRACT TO SUBRECIPIENT, SUBAWARD FUNDING FOR THE PROJECT MAY BE SUBJECT TO CANCELLATION, IN THE SOLE DISCRETION OF THE GLO.

ARTICLE III - DURATION, EXTENSION, AND TERMINATION OF CONTRACT

3.01 DURATION OF CONTRACT AND EXTENSION OF TERM

This Contract shall become effective on the date on which it is signed by the last Party and shall terminate on **August 31, 2028**, or upon the completion of all Benchmarks listed in **Attachment A** and required closeout procedures, whichever occurs first. **Subrecipient must meet all Benchmarks identified in Attachment A. Subrecipient's failure to meet any Benchmark may result in suspension of payment or termination under Sections 3.02, 3.03, or 3.04, below.**

Upon receipt of a written request and acceptable justification from Subrecipient, the GLO, at its discretion, may agree to amend this Contract to extend the Contract Period one time for a period of up to two years. **ANY REQUEST FOR EXTENSION MUST BE RECEIVED BY THE GLO AT LEAST SIXTY (60) DAYS BEFORE THE ORIGINAL TERMINATION DATE OF THIS CONTRACT AND, IF APPROVED, SUCH EXTENSION SHALL BE DOCUMENTED IN A WRITTEN AMENDMENT.**

3.02 EARLY TERMINATION

The GLO may terminate this Contract by giving written notice specifying a termination date at least thirty (30) days after the date of the notice. Upon receipt of such notice, Subrecipient shall cease work, terminate any subcontracts, and incur no further expense related to this Contract. Such early termination shall be subject to the equitable settlement of the respective interests of the Parties, accrued up to the date of termination.

3.03 EVENTS OF DEFAULT

Each of the following events shall constitute an Event of Default under this Contract: (a) Subrecipient fails to comply with any term, covenant, or provision contained in this Contract; (b) Subrecipient makes a general assignment for the benefit of creditors or takes any similar action for the protection or benefit of creditors; or (c) Subrecipient makes a materially incorrect representation or warranty in a Performance Statement, a reimbursement request for payment, or any report submitted to the GLO under the Contract. Prior to a determination of an Event of Default, the GLO shall allow a thirty (30) day period to cure any deficiency or potential cause of an Event of Default. The GLO may extend the time allowed to cure any deficiency or potential cause of an Event of Default. The GLO shall not arbitrarily withhold approval of an extension of the time allowed to cure a deficiency or potential cause of an Event of Default. In no event shall the amount of time allowed to cure a deficiency or potential cause of an Event of Default extend beyond the Contract Period.

3.04 REMEDIES; NO WAIVER

Upon the occurrence of any Event of Default, the GLO may avail itself of any equitable or legal remedy available to it, including without limitation, withholding payment, disallowing all or part of noncompliant Activities, or suspending or terminating the Contract.

The Parties' rights or remedies under this Contract are not intended to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative and in addition to any other right or remedy given under this Contract, or hereafter legally existing, upon the occurrence of an Event of Default. The GLO's failure to insist upon the strict observance or performance of any of the provisions of this Contract or to exercise any right or remedy provided in this Contract shall not impair, waive, or relinquish any such right or remedy with respect to another Event of Default.

3.05 REVERSION OF ASSETS

Upon expiration or termination of the Contract and subject to this Article:

- (a) If applicable, Subrecipient shall transfer to the GLO any CDBG-MIT funds Subrecipient has in its possession at the time of expiration or termination that are not attributable to work performed on the Project and any accounts receivable attributable to the use of CDBG-MIT funds awarded under this Contract; and
- (b) If applicable, real property under Subrecipient's control that was acquired or improved, in whole or in part, with funds in excess of \$25,000 under this Contract shall be used to meet one of the CDBG-MIT National Objectives pursuant to 24

C.F.R. § 570.208, as identified in the Action Plan, until five (5) years after the expiration of this Contract or such longer period of time as the GLO deems appropriate. If Subrecipient fails to use the CDBG-MIT funded real property in a manner that meets a CDBG-MIT National Objective for the prescribed period of time, Subrecipient shall pay the GLO an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG-MIT funds for acquisition of, or improvement to, the property. Subrecipient may retain real property acquired or improved under this Contract after the expiration of the five-year period or such longer period of time as the GLO deems appropriate.

ARTICLE IV - CONTRACT ADMINISTRATION

4.01 SUBMISSIONS – GENERALLY

Except for legal notices that must be sent by specific instructions pursuant to **Section 8.13** of the Contract, any report, form, document, or request required to be submitted to the GLO under this Contract shall be sent in the format prescribed by the GLO.

If Subrecipient fails to submit to the GLO any required Program documentation in a timely and satisfactory manner as required under this Contract, the GLO, in its sole discretion, may issue a delinquency notification and withhold any payments, pending Subrecipient’s correction of the deficiency.

(a) Audit Certification Form

Not later than the close of business sixty (60) calendar days after the end of Subrecipient’s fiscal year for each year during the Contract term, Subrecipient must submit a completed Audit Certification Form to the GLO.

(b) Other Forms

In conformance with required state and federal laws applicable to the Contract:

- (i) Subrecipient certifies, by the execution of this Contract, all applicable statements in **Attachment C**, General Affirmations;
- (ii) Subrecipient must execute Standard Form 424B, Federal Assurances for Non-Construction Programs, found at Page 1 of **Attachment B**;
- (iii) Subrecipient must execute the “Certification Regarding Lobbying Compliant with Appendix A to 24 C.F.R. Part 87,” found at Page 3 of **Attachment B**; and
- (iv) If any funds granted under this Contract have been used for lobbying purposes, Subrecipient must complete and execute Standard Form LLL, “Disclosure of Lobbying Activities,” found at Page 4 of **Attachment B**.

4.02 REPORTING REQUIREMENTS

Subrecipient shall submit any requested reports to the GLO through the TIGR system as prescribed in **Attachment A** or as specified by the GLO Grant Manager.

4.03 HUD CONTRACT REPORTING REQUIREMENT

HUD requires the GLO to maintain a public website that accounts for the use and administration of all GLO-administered CDBG-MIT grant funds. To assist the GLO in meeting this requirement, Subrecipient must prepare and submit monthly to the GLO a written summary of all contracts procured by Subrecipient using grant funds awarded under this Contract. Subrecipient shall only report contracts as defined in 2 C.F.R. § 200.1. Subrecipient must use the template in **Attachment F** to prepare the monthly reports. On or before the fifth day of each month during the Contract Period, reports summarizing required information for the preceding month shall be submitted through the TIGR system as prescribed in **Attachment F** or as specified by the GLO Grant Manager. Additional information about this reporting requirement is available in published HUD guidance and Federal Register publications governing the CDBG-MIT funding allocation.

ARTICLE V - FEDERAL AND STATE FUNDING, RECAPTURE OF FUNDS, AND OVERPAYMENT

5.01 FEDERAL FUNDING

- (a) Funding for this Contract is appropriated under the Further Additional Supplemental Appropriations for Disaster Relief Requirements Act, 2018 (Division B, Subdivision 1 of the Bipartisan Budget Act of 2018) (Public Law 115-123), enacted on February 9, 2018, for necessary expenses for Activities authorized under Title I of the Housing and Community Development Act of 1974 (42 U.S.C. § 5301 et seq.) related to disaster relief, long-term recovery, restoration of infrastructure and housing, economic revitalization, mitigation, and affirmatively furthering fair housing, in accordance with Executive Order 12892, in the most impacted and distressed areas resulting from major declared disasters that occurred in 2015, 2016, and 2017 pursuant to the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. § 5121 et seq.). The fulfillment of this Contract is based on those funds being made available to the GLO as the lead administrative state agency. All expenditures under this Contract must be made in accordance with this Contract, the rules and regulations promulgated under the CDBG-MIT Program and any other applicable laws. Further, Subrecipient acknowledges that all funds are subject to recapture and repayment for noncompliance.
- (b) **Subrecipient must have an assigned Unique Entity Identifier (UEID). Subrecipient must report its UEID to the GLO for use in various reporting documents.** A UEID may be obtained by visiting the System for Award Management website at <https://www.sam.gov>. **Subrecipient is responsible for renewing its registration with the System for Award Management annually and maintaining an active registration status throughout the Contract Period.**

5.02 STATE FUNDING

- (a) This Contract shall not be construed as creating any debt on behalf of the State of Texas or the GLO in violation of Article III, Section 49, of the Texas

Constitution. The GLO's obligations hereunder are subject to the availability of state funds. If adequate funds are not appropriated or become unavailable, the GLO may terminate this Contract. In that event, the Parties shall be discharged from further obligations, subject to the equitable settlement of their interests accrued up to the date of termination.

- (b) Any claim by Subrecipient for damages under this Contract may not exceed the amount of payment due and owing Subrecipient or the amount of funds appropriated for payment but not yet paid to Subrecipient under this Contract. Nothing in this provision shall be construed as a waiver of the GLO's sovereign immunity.

5.03 RECAPTURE OF FUNDS

Subrecipient shall conduct, in a satisfactory manner as determined by the GLO, the Activities as set forth in the Contract. The discretionary right of the GLO to terminate for convenience under **Section 3.02** notwithstanding, the GLO may terminate the Contract and recapture, and be reimbursed by Subrecipient for, any payments made by the GLO (a) that exceed the maximum allowable HUD rate; (b) that are not allowed under applicable laws, rules, and regulations; or (c) that are otherwise inconsistent with this Contract, including any unapproved expenditures. **This recapture provision applies to any funds expended for the Project or any Activity that does not meet a CDBG-MIT Program National Objective as specified in the Performance Statement in Attachment A or that is not otherwise eligible under CDBG-MIT regulations.**

5.04 OVERPAYMENT AND DISALLOWED COSTS

Subrecipient shall be liable to the GLO for any costs disallowed pursuant to financial and/or compliance audit(s) of funds Subrecipient received under this Contract. Subrecipient shall reimburse the GLO for such disallowed costs from funds that were not provided or otherwise made available to Subrecipient under this Contract. Subrecipient must refund disallowed costs and overpayments of funds received under this Contract to the GLO within 30 days after the GLO issues notice of overpayment to Subrecipient.

ARTICLE VI - INTELLECTUAL PROPERTY

6.01 OWNERSHIP AND USE

- (a) The Parties shall jointly own all right, title, and interest in and to all reports, drafts of reports, or other material, data, drawings, computer programs and codes associated with this Contract, and/or any copyright or other intellectual property rights, and any material or information developed and/or required to be delivered under this Contract, with each Party having the right to use, reproduce, or publish any or all of such information and other materials without obtaining permission from the other Party, subject to any other restrictions on publication outlined in this Contract, and without expense or charge.
- (b) Subrecipient grants the GLO and HUD a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for U.S. Government purposes, all reports, drafts of reports, or other

material, data, drawings, computer programs, and codes associated with this Contract, and/or any copyright or other intellectual property rights, and any material or information developed and/or required to be delivered under this Contract.

6.02 NON-ENDORSEMENT BY STATE AND THE UNITED STATES

Subrecipient shall not publicize or otherwise circulate promotional material (such as advertisements, sales brochures, press releases, speeches, still or motion pictures, articles, manuscripts, or other publications) that states or implies the GLO, the State of Texas, U.S. Government, or any government employee, endorses a product, service, or position Subrecipient represents. Subrecipient may not release information relating to this Contract or state or imply that the GLO, the State of Texas, or the U.S. Government approves of Subrecipient's work products or considers Subrecipient's work product to be superior to other products or services.

6.03 DISCLAIMER REQUIRED

On all public information releases issued pursuant to this Contract, Subrecipient shall include a disclaimer stating that the funds for this Project are provided by Subrecipient and the Texas General Land Office through HUD's CDBG-MIT Program.

ARTICLE VII - RECORDS, AUDIT, AND RETENTION

7.01 BOOKS AND RECORDS

Subrecipient shall keep and maintain under GAAP or GASB, as applicable, full, true, and complete records necessary for fully disclosing to the GLO, the Texas State Auditor's Office, the United States Government, and/or their authorized representatives sufficient information to determine Subrecipient's compliance with this Contract and all applicable laws, statutes, rules, and regulations, including the applicable laws and regulations provided in **Attachment D**.

7.02 INSPECTION AND AUDIT

- (a) All records related to this Contract, including records of Subrecipient and its subcontractors, shall be subject to the Administrative and Audit Regulations. Accordingly, such records and work product shall be subject, at any time, to inspection, examination, audit, and copying at Subrecipient's primary location or any location where such records and work product may be found, with or without notice from the GLO or other government entity with necessary legal authority. Subrecipient shall cooperate fully with any federal or state entity in the conduct of inspection, examination, audit, and copying, including providing all information requested. Subrecipient will ensure that this clause concerning federal and state entities' authority to inspect, examine, audit, and copy records and work product, and the requirement to fully cooperate with the federal and state entities, is included in any subcontract it awards.
- (b) The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the Contract or indirectly through a

subcontract under the Contract. Acceptance of funds directly under the Contract or indirectly through a subcontract under the Contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. **The Office of the Comptroller General of the United States, the Government Accountability Office, the Office of Inspector General, or any authorized representative of the U.S. Government shall also have this right of inspection.** Subrecipient shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Subrecipient and the requirement to cooperate is included in any subcontract it awards.

- (c) Subrecipient will be deemed to have read and know of all applicable federal, state, and local laws, regulations, and rules pertaining to the Project, including those identified in **Attachment D**, governing audit requirements.
- (d) At any time, the GLO may perform, or instruct a for-profit Subrecipient to perform, an annual Program-specific, fiscal, special, or targeted audit of any aspect of Subrecipient's operation. Subrecipient shall maintain financial and other records prescribed by the GLO or by applicable federal or state laws, rules, and regulations.

7.03 PERIOD OF RETENTION

In accordance with federal regulations, all records relevant to this Contract shall be retained for a period of three (3) years subsequent to the final closeout of the overall State of Texas CDBG-MIT grant, in accordance with federal regulations. **The GLO will notify all Program participants of the date upon which local records may be destroyed.**

ARTICLE VIII - MISCELLANEOUS PROVISIONS

8.01 LEGAL OBLIGATIONS

For the duration of this Contract, Subrecipient shall procure and maintain any license, authorization, insurance, waiver, permit, qualification, or certification required by federal, state, county, or city statute, ordinance, law, or regulation to be held by Subrecipient to provide the goods or services required by this Contract. Subrecipient shall pay all costs associated with all taxes, assessments, fees, premiums, permits, and licenses required by law. Subrecipient shall pay any such government obligations not paid by its subcontractors during performance of this Contract. **Subrecipient shall maintain copies of such licenses and permits as a part of its local records in accordance with Section 7.01 of this Contract or as otherwise specifically directed by the GLO.**

8.02 CERTIFICATIONS FOR INTERLOCAL CONTRACT

Each Party certifies that this Contract is authorized by its respective governing body, as applicable, or is otherwise authorized under procedures for entering into interlocal contracts that do not require the approval of its governing body. Each Party paying for the

performance of governmental functions or services must make those payments from current revenues available to the paying Party. The Parties agree any contractual payment described in this Contract is in an amount that fairly compensates the performing Party for the services or functions performed under this Contract.

8.03 INDEMNITY

As required under the Constitution and laws of the State of Texas, each Party understands that it is solely liable for any liability resulting from its acts or omissions. No act or omission of a Party shall be imputed to the other Party. Neither Party shall indemnify or defend the other Party.

8.04 INSURANCE AND BOND REQUIREMENTS

- (a) Unless Subrecipient is authorized by Chapter 2259 of the Texas Government Code to self-insure, Subrecipient shall carry insurance for the duration of this Contract in types and amounts necessary and appropriate for the Project.
- (b) Subrecipient shall require all contractors, subcontractors, vendors, service providers, or any other person or entity performing work described in **Attachment A** to carry insurance for the duration of the Project in the types and amounts customarily carried by a person or entity providing such goods or services. Subrecipient shall require any person or entity required to obtain insurance under this section to complete and file the declaration pages from the insurance policies with Subrecipient whenever a previously identified policy period expires during the term of Subrecipient's contract with the person or entity, as proof of continuing coverage. Subrecipient's contract with any such person or entity shall clearly state that acceptance of the insurance policy declaration pages by Subrecipient shall not relieve or decrease the liability of the person or entity. **Persons or entities shall be required to update all expired policies before Subrecipient's acceptance of an invoice for monthly payment from such parties.**

8.05 ASSIGNMENT AND SUBCONTRACTS

Subrecipient must not assign, transfer, or delegate any rights, obligations, or duties under this Contract without the GLO's prior written consent. Any attempted assignment, transfer, or delegation in violation of this provision is void and without effect. Notwithstanding this provision, it is mutually understood and agreed that Subrecipient may subcontract with others for some or all of the services to be performed under this Contract. In any approved subcontracts, Subrecipient must legally bind the subcontractor to perform and make such subcontractor subject to all the duties, requirements, and obligations of Subrecipient as specified in this Contract. Nothing in this Contract shall be construed to relieve Subrecipient of the responsibility for ensuring that the goods delivered and/or the services rendered by Subrecipient and/or any of its subcontractors comply with all the terms and provisions of this Contract.

For subcontracts to which Federal Labor Standards Act requirements apply, Subrecipient shall submit to the GLO all documentation required to ensure compliance. Subrecipient shall retain five percent (5%) of the payment due under each of Subrecipient's

construction or rehabilitation subcontracts until the GLO determines that the Federal Labor Standards Act requirements applicable to each such subcontract have been satisfied.

8.06 PROCUREMENT

Subrecipient must comply with the procurement procedures stated at 2 C.F.R. §§ 200.318 through 200.327 and all other applicable federal, state, and local procurement procedures and laws, regulations, and rules. Failure to comply with 2 C.F.R. §§ 200.318 through 200.327 and all other applicable federal, state, and local procurement procedures and laws, regulations, and rules could result in recapture of funds. Subrecipient must confirm that its vendors and subcontractors are not debarred from receiving state or federal funds at each of the following web addresses:

- (a) the Texas Comptroller's Vendor Performance Program at <https://comptroller.texas.gov/purchasing/>; and
- (b) the U.S. General Services Administration's System for Award Management at <https://www.sam.gov/>.

8.07 CHILD SUPPORT OBLIGATION

Subrecipient represents and warrants that it will include the following clause in the award and contract documents for every subaward and subcontract and will require subawardees and subcontractors to certify accordingly: "Under Section 231.006 of the Texas Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. A bid or an application for a contract, grant, or loan paid from state funds must include the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity submitting the bid or application."

8.08 SUBAWARD AND SUBCONTRACT MONITORING

Subrecipient represents and warrants that it will monitor the activities of any subawardee as necessary to ensure that the subaward is used for authorized purposes, in compliance with applicable statutes, regulations, and the terms and conditions of the subaward, and that subaward performance goals are achieved. Subrecipient represents and warrants that it will monitor the activities of any subcontractor as necessary to ensure that subcontract funds are used for authorized purposes, in compliance with applicable statutes, regulations, and the terms and conditions of the subcontract, and that subcontract performance goals are achieved.

8.09 EQUIPMENT AND COMPUTER SOFTWARE

Any purchase of Equipment or computer software made pursuant to this Contract shall be made in accordance with all applicable laws, regulations, and rules, including those defined in 2 C.F.R. § 200.313.

In accordance with 24 C.F.R. § 570.502(a), if Equipment is acquired, in whole or in part, with funds under this Contract and is then sold, the proceeds shall be considered program income, as defined in **Section 2.03** above. Equipment not needed by Subrecipient for Activities under this Contract shall be (a) transferred to the GLO for the CDBG-MIT Program or (b) retained by Subrecipient after compensating the GLO an amount equal to the current fair market value of the Equipment less the percentage of non-CDBG-MIT funds used to acquire the Equipment.

8.10 COMMUNICATION WITH THIRD PARTIES

The GLO and the authorities named in **Article VII**, above, may initiate communications with any subcontractor of Subrecipient, and may request access to any books, documents, personnel, papers, and records of a subcontractor which are pertinent to this Contract. Such communications may be required to conduct audits, examinations, Davis-Bacon Labor Standards interviews, and gather additional information as provided in **Article VII** herein.

8.11 RELATIONSHIP OF THE PARTIES

Subrecipient is associated with the GLO only for the purposes and to the extent specified in this Contract. Subrecipient is and shall be an independent contractor and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract creates a partnership or joint venture, an employer-employee or principal-agent relationship, or any liability whatsoever with respect to the indebtedness, liabilities, or obligations of Subrecipient or any other party. Subrecipient shall be solely responsible for, and the GLO shall have no obligation with respect to, the following: the withholding of income taxes, FICA, or any other taxes or fees; industrial or workers' compensation insurance coverage; participation in any group insurance plans available to employees of the State of Texas; participation or contributions by the State of Texas to the State Employees Retirement System; accumulation of vacation leave or sick leave; or unemployment compensation coverage provided by the State of Texas.

8.12 COMPLIANCE WITH OTHER LAWS

In the performance of this Contract, Subrecipient must comply, and must ensure the compliance of its subawardees and contracts, with all applicable federal, state, and local laws, statutes, ordinances, and regulations, including those listed in **Attachments B, C, and D**, and policies in effect or hereafter established. Subrecipient is deemed to know of and understand all applicable laws, statutes, ordinances, and regulations affecting its performance under this Contract. In addition, Subrecipient represents and warrants that it will comply with all requirements imposed by the awarding agency concerning special requirements of law, program requirements, and other administrative requirements. In instances where multiple requirements apply to Subrecipient, the more restrictive requirement applies.

8.13 NOTICES

Any notices required under this Contract shall be deemed delivered when deposited either in the United States mail (certified, postage paid, return receipt requested) or with a common carrier (overnight, signature required) to the appropriate address below.

GLO

Texas General Land Office
1700 North Congress Avenue, 7th Floor
Austin, Texas 78701
Attention: Contract Management Department

Subrecipient

City of San Angelo
72 West College Avenue
San Angelo, Texas 76903
Attention: Daniel Valenzuela

Notice given in any other manner shall be deemed effective only if and when received by the Party to be notified. Either Party may change its address for notice by written notice to the other Party sent in accordance with this section.

8.14 GOVERNING LAW AND VENUE

This Contract and the rights and obligations of the Parties hereto shall be governed by, and construed according to, the laws of the State of Texas, exclusive of conflicts of law provisions. Venue of any suit brought under this Contract shall be in a court of competent jurisdiction in Travis County, Texas. Subrecipient irrevocably waives any objection, including any objection to personal jurisdiction or the laying of venue or based on the grounds of *forum non conveniens*, that it may now or hereafter have to the bringing of any action or proceeding in such jurisdiction with respect to this Contract or any related document. **NOTHING IN THIS CONTRACT SHALL BE CONSTRUED AS A WAIVER OF THE GLO'S SOVEREIGN IMMUNITY.**

8.15 SEVERABILITY

If a court of competent jurisdiction determines any provision of this Contract is invalid, void, or unenforceable, the remaining terms, provisions, covenants, and conditions of this Contract shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

8.16 DISPUTE RESOLUTION

Except as otherwise provided by statute, rule or regulation, Subrecipient shall use the dispute resolution process established in Chapter 2260 of the Texas Government Code and related rules to attempt to resolve any dispute under this Contract, including a claim for breach of contract by the GLO, that the Parties cannot resolve in the ordinary course of business. Neither the occurrence of an event giving rise to a breach of contract claim nor the pendency of such a claim constitutes grounds for Subrecipient to suspend performance of this Contract. Notwithstanding this provision, the GLO reserves all legal

and equitable rights and remedies available to it. **NOTHING IN THIS SECTION SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE GLO.**

8.17 CONFIDENTIALITY

To the extent permitted by law, Subrecipient and the GLO shall keep all information, in whatever form produced, prepared, observed, or received by Subrecipient or the GLO, confidential to the extent that such information is: (a) confidential by law; (b) marked or designated “confidential” (or words to that effect) by Subrecipient or the GLO; or (c) information that Subrecipient or the GLO is otherwise required to keep confidential by this Contract. Subrecipient must not make any communications or announcements relating to this Contract through press releases, social media, or other public relations efforts without the prior written consent of the GLO.

8.18 PUBLIC RECORDS

The GLO shall post this Contract to the GLO’s website. Subrecipient understands that the GLO will comply with the Texas Public Information Act (Texas Government Code Chapter 552, the “PIA”), as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas (the “Attorney General”). Information, documentation, and other material in connection with this Contract may be subject to public disclosure pursuant to the PIA. Subrecipient is required to make any information created or exchanged with the GLO or the State of Texas pursuant to the Contract, and not otherwise excepted from disclosure under the PIA, available to the GLO in portable document file (“.pdf”) format or any other format agreed upon between the Parties that is accessible by the public at no additional charge to the GLO or the State of Texas. By failing to mark any information that Subrecipient believes to be excepted from disclosure as “confidential” or a “trade secret,” Subrecipient waives any and all claims it may make against the GLO for releasing such information without prior notice to Subrecipient. The Attorney General will ultimately determine whether any information may be withheld from release under the PIA. Subrecipient shall notify the GLO’s Office of General Counsel within twenty-four (24) hours of receipt of any third-party written requests for information and forward a copy of said written requests to PIALegal@glo.texas.gov. If a request for information was not written, Subrecipient shall forward the third party’s contact information to the above-designated e-mail address.

8.19 AMENDMENTS TO THE CONTRACT

Amendments to decrease or increase the subaward, to add or delete an Activity as allowed by the Guidance Documents, to extend the term of the Contract, and/or to make other substantial changes to the Contract may be made only by written agreement of the Parties under the formal Amendment process outlined below, except that, upon completion of the Project, the GLO shall formally close out the Project by issuing a closeout letter pursuant to **Section 8.24**. The formal Amendment process requires official request documentation from Subrecipient detailing all provisions to be amended and supporting documentation as required. The GLO Grant Manager will confirm and review the request and, as appropriate, submit the proposed amended language or amount to the GLO’s Contract Management Department for the preparation of a formal Amendment and circulation for necessary GLO and Subrecipient signatures. In the sole discretion of

the GLO and in conformance with federal law, the GLO may approve other adjustments required by the GLO during Project performance through a Revision or Technical Guidance Letter unilaterally issued by the GLO and acknowledged by Subrecipient. Such GLO approvals must be in writing and may be delivered by U.S. mail or electronic mail.

8.20 ENTIRE CONTRACT AND MODIFICATIONS

This Contract, its Attachments, and any Amendment(s), Technical Guidance Letter(s), and/or Revision(s) issued in conjunction with this Contract, if any, constitute the entire agreement of the Parties and are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements made in connection with the subject matter hereof. Any additional or conflicting terms in issued Attachments, Technical Guidance Letters, and/or Revisions shall be harmonized with this Contract to the extent possible. Unless an Attachment, Technical Guidance Letter, or Revision specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language shall be construed consistently with the Contract.

8.21 PROPER AUTHORITY

Each Party hereto represents and warrants that the person executing this Contract on its behalf has full power and authority to legally bind its respective entity. If applicable, a resolution, motion, or similar action has been duly adopted or passed as an official act of Subrecipient's governing body, authorizing the filing of the Grant Application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative or the designee of Subrecipient to act in connection with the Grant Application and to provide such additional information as may be required. Subrecipient acknowledges that this Contract is effective for the period of time specified in the Contract. Any work performed by Subrecipient after the Contract terminates is performed at the sole risk of Subrecipient.

8.22 COUNTERPARTS

This Contract may be executed in any number of counterparts, each of which shall be an original, and all such counterparts shall together constitute but one and the same Contract.

8.23 SURVIVAL

The provisions of **Articles V, VI, and VII** and **Sections 1.01, 1.03, 3.02, 3.04, 3.05, 8.03, 8.04, 8.09, 8.10, 8.11, 8.12, 8.13, 8.14, 8.16, 8.17, 8.18, 8.19, 8.24, and 8.30** of this Contract and any other continuing obligations of Subrecipient shall survive the termination or expiration of this Contract.

8.24 CONTRACT CLOSEOUT

Subrecipient shall prepare and submit to the GLO for approval a final **Grant Completion Report** confirming final performance measures, budgets, and expenses for all Project Activities within thirty (30) days following the completion of all Activities required under the Contract; however, in no event shall Subrecipient submit the Grant Completion Report later than the date of expiration of the Contract. The GLO will close the Contract

in accordance with 2 C.F.R. §§ 200.344 through 200.346 and GLO CDBG-MIT guidelines consistent therewith.

Subrecipient shall submit a final Budget and actual expenditures to the GLO as part of the Grant Completion Report. The Grant Completion Report shall be in a format prescribed by the GLO and shall confirm eligibility and completion of all Activities performed under this Contract. **FAILURE TO SUBMIT TO THE GLO THE FINAL BUDGET AND ACTUAL EXPENDITURES AS PART OF THE GRANT COMPLETION REPORT PRIOR TO CONTRACT EXPIRATION WILL RESULT IN FORFEITURE AND DE-OBLIGATION OF ALL REMAINING, UNREQUESTED FUNDS.**

The GLO will notify Subrecipient via official closeout letter upon review and approval of the final Grant Completion Report.

8.25 INDIRECT COST RATES

Unless, under the terms of 2 C.F.R. Part 200, Appendix V, Subrecipient has negotiated or does negotiate an indirect cost rate with the federal government, subject to periodic renegotiations of the rate during the Contract Period, or is exempt from such negotiations and has developed and maintains an auditable central service cost allocation plan, Subrecipient's *de minimis* indirect cost rate shall be set according to 2 C.F.R. § 200.414(f).

8.26 CONFLICT OF INTEREST

- (a) Subrecipient shall abide by the provisions of this section and include the provisions in all subcontracts. Subrecipient shall comply with all conflict-of-interest laws and regulations applicable to the Program.
- (b) Subrecipient shall maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award, and administration of contracts.
- (c) Subrecipient represents and warrants that performance under the Contract will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety. Further, Subrecipient represents and warrants that, in the administration of the grant, it will comply with all conflict-of-interest prohibitions and disclosure requirements required by applicable law, rules, and policies, including Chapter 176 of the Texas Local Government Code, if applicable. If circumstances change during the course of the Contract, Subrecipient shall promptly notify the GLO.

8.27 FORCE MAJEURE

Except with respect to the obligation of payments under this Contract, if either of the Parties, after a good faith effort, is prevented from complying with any express or implied covenant of this Contract by reason of war; terrorism; rebellion; riots; strikes; acts of God; any valid order, rule, or regulation of governmental authority; or similar events that are beyond the control of the affected Party (collectively referred to as "Force Majeure"), then, while compliance is so prevented, the affected Party's obligation to comply with such covenant shall be suspended, and the affected Party shall not be liable for damages

for failure to comply with such covenant. In any such event, the Party claiming Force Majeure must promptly notify the other Party of the Force Majeure event in writing, and, if possible, such notice must set forth the extent and duration of the Force Majeure. The Party claiming Force Majeure must exercise due diligence to prevent, eliminate, or overcome such Force Majeure event when it is possible to do so and must resume performance at the earliest possible date. However, if nonperformance continues for more than thirty (30) days, the GLO may terminate this Contract immediately upon written notification to Subrecipient.

8.28 CITIZEN PARTICIPATION AND ALTERNATIVE REQUIREMENTS

- (a) Subrecipient must ensure that all citizens have equal and ongoing access to information about an Activity or the Project, including ensuring that Activity or Project information is available in the appropriate languages for the geographical area served by Subrecipient. Information furnished to citizens shall include, without limitation:
 - (i) The amount of CDBG-MIT funds expected to be made available;
 - (ii) The range of Activities or projects that may be undertaken with the CDBG-MIT funds;
 - (iii) The estimated amount of the CDBG-MIT funds proposed to be used for activities or projects meeting the national objective of benefitting low-to-moderate income persons; and
 - (iv) If applicable, a clear statement of such and the entity's anti-displacement and relocation plan if any proposed CDBG-MIT Activities or projects are likely to result in displacement.
- (b) Complaint Procedures: Subrecipient must have written citizen-complaint procedures for providing a timely written response (within fifteen [15] working days) to complaints and grievances. Subrecipient shall notify citizens of the location and the days and hours when the location is open for business so they may obtain a copy of these written procedures.
- (c) Technical Assistance: If requested, Subrecipient shall provide technical assistance in completing application under the Project to persons of low and moderate income.
- (d) Subrecipient shall maintain a citizen participation file that includes a copy of Subrecipient's complaint procedures, documentation and evidence of opportunities provided for citizen participation (e.g., public notices, advertisements, flyers, etc.), documentation of citizen participation events (e.g., meeting minutes, attendance lists, sign-in sheets, news reports, etc.), and documentation of any technical assistance requested and/or provided.

8.29 PREFERENCE AND PROCUREMENT OF MATERIALS

- (a) To the extent applicable, Subrecipient shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired in the following manner:

- (i) competitively within a timeframe allowing compliance with the Contract's performance schedule;
 - (ii) in a way that meets the Contract's performance requirements; or
 - (iii) at a reasonable price.
- (b) To ensure maximum use of recovered/recycled materials pursuant to 2 C.F.R. § 200.323, information about this requirement, along with the list of EPA-designated items, is available at the EPA's Comprehensive Procurement Guideline Program website, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

8.30 INFORMATION AND DATA SECURITY STANDARDS

Subrecipient shall comply with all terms specified in the **GLO Information Security Appendix**, incorporated herein for all purposes as **Attachment E**.

8.31 CYBERSECURITY TRAINING PROGRAM (LOCAL GOVERNMENT SYSTEM)

If Subrecipient is a local government as defined in Chapter 2054 of the Texas Government Code, Subrecipient represents and warrants its compliance with Section 2054.5191 of the Texas Government Code relating to the cybersecurity training program for local government employees who have access to a local government computer system or database.

8.32 DISCLOSURE PROTECTIONS FOR CERTAIN CHARITABLE ORGANIZATIONS, CHARITABLE TRUSTS, AND PRIVATE FOUNDATIONS

If Subrecipient is a governmental entity as defined in Chapter 2252 of the Texas Government Code, Subrecipient represents and warrants that it will comply with Section 2252.906 of the Texas Government Code relating to disclosure protections for certain charitable organizations, charitable trusts, and private foundations.

8.33 LIMITATIONS ON GRANT EXPENDITURE

Subrecipient shall expend funds received under the grant or contract subject to the limitations and reporting requirements similar to those provided by the following:

- (a) Parts 2, 3, and 5 of the Texas General Appropriations Act, Article IX, except there is no requirement for increased salaries for local government employees;
- (b) Sections 556.004, 556.005, and 556.006 of the Texas Government Code; and
- (c) Sections 2113.012 and 2113.101 of the Texas Government Code.

8.34 LOBBYING EXPENDITURE RESTRICTION

Subrecipient represents and warrants that the GLO's payments to Subrecipient and Subrecipient's receipt of appropriated or other funds under the Contract are not prohibited by Sections 403.1067 or 556.0055 of the Texas Government Code, which restrict lobbying expenditures.

8.35 OPEN MEETINGS

If Subrecipient is a governmental entity, Subrecipient represents and warrants its compliance with Chapter 551 of the Texas Government Code, which requires all regular, special, or called meetings of a governmental body to be open to the public, except as otherwise provided by law.

8.36 POLITICAL POLLING PROHIBITION

Subrecipient represents and warrants that it does not perform political polling and acknowledges that appropriated funds may not be granted to, or expended by, any entity that performs political polling, except that this prohibition does not apply to a poll conducted by an academic institution as a part of the institution's academic mission that is not conducted for the benefit of a particular candidate or party.

8.37 REPORTING COMPLIANCE

Subrecipient represents and warrants that it will submit timely, complete, and accurate reports in accordance with the Contract and maintain appropriate backup documentation to support the reports.

8.38 REPORTING SUSPECTED FRAUD AND UNLAWFUL CONDUCT

Subrecipient represents and warrants that it will comply with Section 321.022 of the Texas Government Code, which requires that suspected fraud and unlawful conduct be reported to the State Auditor's Office. Subrecipient represents and warrants its compliance with 2 C.F.R. § 200.113, which requires the disclosure in writing of credible evidence of violations of federal criminal law involving fraud, conflict of interest, bribery, and gratuity and the reporting of matters related to recipient integrity and performance.

8.39 STATEMENTS OR ENTRIES

WARNING: ANY PERSON WHO KNOWINGLY MAKES A FALSE CLAIM OR STATEMENT TO HUD MAY BE SUBJECT TO CIVIL OR CRIMINAL PENALTIES UNDER 18 U.S.C. § 287, 18 U.S.C. § 1001, AND 31 U.S.C. § 3729.

Except as otherwise provided under federal law, any person who knowingly and willfully falsifies, conceals, or covers up a material fact by any trick, scheme, or device or who makes any materially false, fictitious, or fraudulent statement or representation or who makes or uses any false writing or document despite knowing the writing or document to contain any materially false, fictitious, or fraudulent statement or entry shall be prosecuted under Title 18, United States Code, § 1001.

Under penalties of 18 U.S.C. § 287, 18 U.S.C. § 1001, and 31 U.S.C. § 3729, the undersigned Subrecipient representative hereby declares that he/she has examined this Contract and Attachments, and, to the best of his/her knowledge and belief, any statements, entries, or claims made by Subrecipient are true, accurate, and complete.

SIGNATURE PAGE FOLLOWS

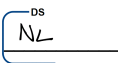
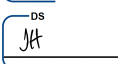
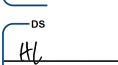
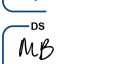
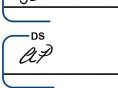
SIGNATURE PAGE FOR GLO CONTRACT NO. 22-130-087-F248
SUBRECIPIENT CONTRACT AGREEMENT
LOCAL HAZARD MITIGATION PLANNING PROGRAM

GENERAL LAND OFFICE

CITY OF SAN ANGELO

Jennifer G. Jones
Chief Clerk and Deputy Land Commissioner
Date of execution: _____

By: _____
Title: _____
Date of execution: _____

OGC 
PM 
SDD 
DGC 
GC 
DCC 

ATTACHED TO THIS CONTRACT:

- ATTACHMENT A** Performance Statement, Budget, and Benchmarks
- ATTACHMENT B** Federal Assurances and Certifications
- ATTACHMENT C** General Affirmations
- ATTACHMENT D** Nonexclusive List of Applicable Laws, Rules, and Regulations
- ATTACHMENT E** GLO Information Security Appendix
- ATTACHMENT F** Contract Reporting Template

ATTACHMENTS FOLLOW

**CITY OF SAN ANGELO
22-130-087-F248****PERFORMANCE STATEMENT FOR UPDATE OF HMP**

Subrecipient shall perform, or cause to be performed, the following Planning Activities upon award of Local Hazard Mitigation Plan Program (LHMPP) grant funds: update its current local Hazard Mitigation Plan (HMP) that is within 2 years of its expiration date or has expired. The GLO's LHMPP provides aid to the most impacted and distressed (MID) areas covered in the State of Texas CDBG Mitigation (CDBG-MIT) Action Plan.

Subrecipient shall carry out the following Planning Activities in strict accordance with the terms of Subrecipient's GLO-approved Project guidelines, the terms of this Contract and all Attachments, and the requirements of the GLO Implementation Guide and the LHMPP Application Guide, as each may be amended over time. Each of these documents is incorporated by reference into this Contract.

The grant total is \$100,000.00. Subrecipient will be required to maintain a detailed Budget breakdown in the official system of record of the GLO's Community Development and Revitalization division (GLO-CDR).

PROJECT DESCRIPTION

Subrecipient shall update the HMP and submit to the GLO, as well as TDEM and FEMA, for review and approval. Subrecipient's Activities performed under this Contract will result in a FEMA-approved HMP. Final HMPs must comply with the requirements of 44 C.F.R. §201.6.

Subrecipient shall prepare and submit to the GLO, for review and acceptance as to form, a preliminary draft of the HMP in accordance with FEMA's hazard mitigation planning guidance, as amended. At a minimum, Subrecipient shall include in the preliminary draft HMP submitted to the GLO both *Element A: Planning Process* and *Element B: Hazard Identification and Risk Assessment* found in FEMA's Local Mitigation Planning Policy Guide, as amended. GLO's review and acceptance of the preliminary draft HMP is not a commitment nor confirmation by the GLO that the draft HMP will be approved by TDEM or FEMA.

Upon GLO's review and acceptance as to form of the preliminary draft of the HMP, Subrecipient shall submit the complete draft of the HMP to TDEM for its review and, subsequently, TDEM will forward the draft HMP to FEMA for review and approval. Subrecipient shall provide to the GLO the FEMA Approval Pending Adoption (APA) status letter and evidence of submission of the draft HMP to TDEM.

After formal adoption by local authorities of the HMP, Subrecipient shall submit to TDEM for FEMA's final approval the HMP, which includes formal adoption documentation substantiating Subrecipient's approval of the HMP. Subrecipient shall submit to the GLO the FEMA Approval (APP) status letter, along with Subrecipient's formal adoption documentation of the HMP.

If outside services are procured to assist in the preparation of the HMP, Subrecipient shall submit procurement documentation to the GLO. Failure to properly procure in accordance with state and federal laws, rules, and regulations, including but not limited to 2 C.F.R. 200, may be cause for rejection of the related-reimbursement request by Subrecipient.

BUDGET

HUD Activity Type	Grant Award	Other Funds	Total
MIT – Planning and Capacity Building	\$100,000.00	\$0.00	\$100,000.00
TOTAL	\$100,000.00	\$0.00	\$100,000.00

BENCHMARKS

Benchmarks	Not-to-Exceed Draw Percentages by Budget Category*
GLO Approval of procurement documentation, if required, and GLO's review and acceptance as to form of the preliminary draft of the HMP	0-25%
Submission of FEMA APA status letter and documentation evidencing TDEM's receipt of draft HMP	25.01-75%
Submission of FEMA APP status letter and Subrecipient's formal adoption documentation of the HMP	75.01-100%

*Subrecipient may draw up to, but not-to-exceed, the identified percentage of the budget category until stated deliverable(s) and reimbursement requests are submitted to and approved by the GLO.

ASSURANCES – NON-CONSTRUCTION PROGRAMSOMB Approval No. 4040-0007
Expiration Date: 02/28/2025

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
APPLICANT ORGANIZATION City of San Angelo	DATE SUBMITTED

**CERTIFICATION REGARDING LOBBYING
COMPLIANT WITH APPENDIX A TO 24 C.F.R. PART 87****Certification for Contracts, Grants, Loans, and Cooperative Agreements:*

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance:

The undersigned states, to the best of his or her knowledge and belief, that: If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above applicable certification.

NAME OF APPLICANT

AWARD NUMBER AND/OR PROJECT NAME

City of San Angelo

22-130-087-F248

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE

DATE

* 24 C.F.R. 87 App. A, available at <https://www.gpo.gov/fdsys/granule/CFR-2011-title24-vol1/CFR-2011-title24-vol1-part87-appA>. Published Apr. 1, 2011. Accessed Aug. 1, 2018.

Disclosure of Lobbying ActivitiesComplete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)OMB Number: 4040-0013
Expiration Date: 02/28/2025

1. *Type of Federal Action: _____ a. contract _____ b. grant _____ c. cooperative agreement _____ d. loan _____ e. loan guarantee _____ f. loan insurance	2. *Status of Federal Action: _____ a. bid/offer/application _____ b. initial award _____ c. post-award	3. *Report Type: _____ a. initial filing _____ b. material change
4. Name and Address of Reporting Entity: _____ Prime _____ Subawardee *Name: _____ *Street 1: _____ Street 2: _____ *City: _____ State: _____ Zip: _____		
5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: 		
6. Federal Department/Agency: 	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known: 	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Registrant Prefix _____ *First Name _____ Middle Name _____ *Last Name _____ Suffix _____ *Street 1: _____ Street 2: _____ *City: _____ State: _____ Zip: _____		
b. Individuals Performing Services (including address if different from No. 10a) Prefix _____ *First Name _____ Middle Name _____ *Last Name _____ Suffix _____ *Street 1: _____ Street 2: _____ *City: _____ State: _____ Zip: _____		
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. *Signature: _____ *Name: Prefix _____ *First Name _____ Middle Name _____ *Last Name _____ Suffix _____ Title: _____ Telephone No.: _____ Date: _____		
Federal Use Only:	Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)	

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

Federal Agency Form Instructions Form Identifiers		Information
Agency Owner		Grants.gov
Form Name		Disclosure of Lobbying Activities (SF-LLL)
Form Version Number		2.0
OMB Number		4040-0013
OMB Expiration Date		02/28/2025

Field Number	Field Name	Required or Optional	Information
1.	*Type of Federal Action:	Required	Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action. This field is required.
2.	*Status of Federal Action	Required	Identify the status of the covered Federal action. This field is required.
2-a.	a. Bid/Offer/ Application	Check if applicable	Click if the Status of Federal Action is a bid, an offer or an application.
2-b.	b. Initial Award	Check if applicable	Click if the Status of Federal Action is an initial award.
2-c.	c. Post-Award	Check if applicable	Click if the Status of Federal Action is a post-award.
3.0	*Report Type	Required	Identify the appropriate classification of this report.
3-a.	a. Initial filing	Check if applicable	Check if Initial filing.
3-b.	b. Material change	Check if applicable	If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the previously submitted report by this reporting entity for this covered Federal action. This field is required.
	Material Change Year	Conditionally Required	If this is a follow up report caused by a material change to the information previously reported, enter the year in which the change occurred.
	Material Change Quarter	Conditionally Required	If this is a follow up report caused by a material change to the information previously reported, enter the quarter in which the change occurred.
	Material Change Date of Last Report	Conditionally Required	Enter the date of the previously submitted report by this reporting entity for this covered Federal action.
4.	Name and Address of Reporting Entity	Required	Provide the information for Name and Address of Reporting Entity.
	Prime	Check if applicable	Click to designate the organization filing the report as the Prime Federal recipient.
	Subawardee	Check if applicable	Click to designate the organization filing the report as the SubAwardee Federal recipient. Sub-awards include but are not limited to subcontracts, subgrants and contract awards under grants.
	Tier if known:	Optional	Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier.
	Name	Required	Enter the name of reporting entity. This field is required
	Street 1	Required	Enter Street 1 of the reporting entity. This field is required.
	Street 2	Optional	Enter Street 2 of the reporting entity.
	City	Required	Enter City of the reporting entity This field is required.
	State	Required	Enter the state of the reporting entity. This field is required
	ZIP	Required	Enter the ZIP of the reporting entity. This field is required
	Congressional District, if known	Optional	Enter the primary Congressional District of the reporting entity. Enter in the following format: 2 character state abbreviation – 3 characters district number, e.g., CA-005 for California 5th district, CA-012 for California 12th district, NC-103 for North Carolina's 103rd district.
5.	If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime	Conditionally Required	If Reporting Entity in No. 4 is Subawardee, provide the information for the Name and Address of Prime
	Name	Required	If the organization filing the report in item 4, checks "Subawardee", enter the full name of the prime Federal recipient.
	Street 1	Required	If the organization filing the report in item 4, checks "Subawardee", enter the address of the prime Federal recipient.

	Street 2	Optional	If the organization filing the report in item 4, checks "Subawardee", enter the address of the prime Federal recipient.
	City	Required	If the organization filing the report in item 4, checks "Subawardee", enter the city of the prime Federal recipient.
	State	Required	If the organization filing the report in item 4, checks "Subawardee", select the appropriate state from this pull down menu.
	ZIP	Required	Enter the ZIP of Prime. This field is required
	Congressional District, if known	Optional	Enter the Congressional District of Prime. Enter in the following format: 2 character state abbreviation – 3 characters district number, e.g., CA-005 for California 5th district, CA-012 for California 12th district, NC-103 for North Carolina's 103rd district.
6.	Federal Department /Agency	Required	Enter the name of the Federal Department or Agency making the award or loan commitment. This field is required.
7.	CFDA Number:	Required	Enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments. Pre-populated from SF-424 if using Grants.gov.
	CFDA Title:	Required	Enter the Federal program name or description for the covered Federal action. Pre-populated from SF-424 if using Grants.gov.
8.	Federal Action Number	Optional	Enter the most appropriate Federal identifying number available for the Federal action, identified in item 1 (e.g., Request for Proposal (RFP) number, invitation for Bid (IFB) number, grant announcement number, the contract, grant, or loan award number, the application/ proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001".
9.	Award Amount	Optional	For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment of the prime entity identified in item 4 or 5.
10.a.	Name And Address of Lobbying Registrant	Required	Provide the information for the Name and Address of Lobbying Registrant.
	Prefix	Optional	Enter the prefix (e.g., Mr., Mrs., Miss), if appropriate, for the Lobbying Registrant.
	First Name	Required	Enter the first name of Lobbying Registrant. This field is required.
	Middle Name	Optional	Enter the middle name of Lobbying Registrant.
	Last Name	Required	Enter the last name of Lobbying Registrant. This field is required.
	Suffix	Optional	Enter the suffix (e.g., Jr. Sr., PhD), if appropriate, for the Lobbying Registrant.
	Street 1	Required	Enter the first line of street address for the Lobbying Registrant.
	Street 2	Optional	Enter the second line of street address for the Lobbying Registrant.
	City	Required	Enter the city of the Lobbying Registrant.
	State	Required	Select the appropriate state of the Lobbying Registrant.
	ZIP Code	Required	Enter the Zip Code (or ZIP+4) of the Lobbying Registrant.
10.b.	Individual Performing Services	Required	Provide the information for Individual Performing Services
	Prefix	Optional	Enter the prefix (e.g., Mr., Mrs., Miss), if appropriate, for the Individual Performing Services.
	First Name	Required	Enter the first name of the Individual Performing Services. This field is required.
	Middle Name	Optional	Enter the middle name of the Individual Performing Services.
	Last Name	Required	Enter the last name of the Individual Performing Services. This field is required.
	Suffix	Optional	Enter the suffix (e.g., Jr. Sr., PhD), if appropriate, for the Individual Performing Services.
	Street 1	Required	Enter the first line of street address for the Individual Performing Services.
	Street 2	Optional	Enter the second line of street address for the Individual Performing Services.
	City	Required	Enter the city of the Individual Performing Services.
	State	Required	Select the state for the address of the Individual Performing Services from this pull down menu.
	ZIP Code	Required	Enter the Zip Code (or ZIP+4) of the Individual Performing Services.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 4040-0013. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project, Washington, DC 20503.

GENERAL AFFIRMATIONS

TO THE EXTENT APPLICABLE, Subrecipient affirms and agrees to the following, without exception:

1. Subrecipient represents and warrants that, in accordance with Section 2155.005 of the Texas Government Code, neither Subrecipient nor the firm, corporation, partnership, or institution represented by Subrecipient, or anyone acting for such a firm, corporation, partnership, or institution has (1) violated any provision of the Texas Free Enterprise and Antitrust Act of 1983, Chapter 15 of the Texas Business and Commerce Code, or the federal antitrust laws, or (2) communicated directly or indirectly the contents of this Contract or any solicitation response upon which this Contract is based to any competitor or any other person engaged in the same line of business as Subrecipient.*
2. Subrecipient shall not assign its rights under the Contract or delegate the performance of its duties under the Contract without prior written approval from the GLO. Any attempted assignment or delegation in violation of this provision is void and without effect. This provision does not apply to subcontracting.
3. If the Contract is for services, Subrecipient shall comply with Section 2155.4441 of the Texas Government Code, requiring the purchase of products and materials produced in the State of Texas in performing service contracts, but for contracts subject to 2 C.F.R. 200, only to the extent such compliance is consistent with 2 C.F.R. 200.319.
4. Under Section 231.006 of the Family Code, the vendor or applicant [Subrecipient] certifies that the individual or business entity named in this Contract, bid or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this Contract may be terminated and payment may be withheld if this certification is inaccurate, in addition to other remedies set out in Section 231.006(f) of the Family Code.*
5. A bid or an application for a contract, grant, or loan paid from state funds must include the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity submitting the bid or application. Subrecipient certifies it has submitted this information to the GLO.*
6. If the Contract is for a “cloud computing service” as defined by Texas Government Code Section 2157.007, then pursuant to Section 2054.0593(d)-(f) of the Texas Government Code, relating to cloud computing state risk and authorization management program, Subrecipient represents and warrants that it complies with the requirements of the state risk and authorization management program and Subrecipient agrees that throughout the term of the Contract it shall maintain its certifications and comply with the program requirements in the performance of the Contract.
7. If the Contract is for the purchase or lease of computer equipment, as defined by Texas Health and Safety Code Section 361.952(2), Subrecipient certifies that it is in compliance with Subchapter Y, Chapter 361 of the Texas Health and Safety Code, related to the Computer Equipment Recycling Program and the Texas Commission on Environmental Quality rules in Title 30 Texas Administrative Code Chapter 328.
8. If the Contract authorizes Subrecipient to access, transmit, use, or store data for the GLO, then in accordance with Section 2054.138 of the Texas Government Code, Subrecipient certifies that it will comply with the security controls required under this Contract and will

* This section does not apply to a contract with a “governmental entity” as defined in Texas Government Code Chapter 2251.

maintain records and make them available to the GLO as evidence of Subrecipient's compliance with the required controls.

9. Subrecipient represents and warrants that it has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the Contract.
10. Subrecipient agrees that any payments due under the Contract shall be applied towards any debt or delinquency that is owed by Subrecipient to the State of Texas.
11. Upon request of the GLO, Subrecipient shall provide copies of its most recent business continuity and disaster recovery plans.
12. If the Contract is for consulting services governed by Texas Government Code Chapter 2254, Subchapter B, in accordance with Section 2254.033 of the Texas Government Code, relating to consulting services, Subrecipient certifies that it does not employ an individual who has been employed by the GLO or another agency at any time during the two years preceding the Subrecipient's submission of its offer to provide consulting services to the GLO or, in the alternative Subrecipient, in its offer to provide consulting services to the GLO, disclosed the following: (i) the nature of the previous employment with the GLO or other state agency; (ii) the date the employment was terminated; and (iii) the annual rate of compensation for the employment at the time of its termination.*
13. If the Contract is not for architecture, engineering, or construction services, then except as otherwise provided by statute, rule, or regulation, Subrecipient must use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve any dispute arising under the Contract. NOTHING IN THIS SECTION SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE GLO OR, IF APPLICABLE, OF GOVERNMENTAL IMMUNITY BY SUBRECIPIENT.
14. If the Contract is for architecture, engineering, or construction services, then subject to Texas Government Code Section 2260.002 and Texas Civil Practice and Remedies Code Chapter 114, and except as otherwise provided by statute, rule, or regulation, Subrecipient shall use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve all disputes arising under this Contract. Except as otherwise provided by statute, rule, or regulation, in accordance with the Texas Civil Practice and Remedies Code, Section 114.005, claims encompassed by Texas Government Code, Section 2260.002(3) and Texas Civil Practice and Remedies Code Section 114.002 shall be governed by the dispute resolution process set forth below in subsections (a)-(d). NOTHING IN THIS SECTION SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE GLO OR, IF APPLICABLE, OF GOVERNMENTAL IMMUNITY BY SUBRECIPIENT.
 - a. Notwithstanding Texas Government Code, Chapter 2260.002(3) and Chapter 114.012 and any other statute or applicable law, if Subrecipient's claim for breach of contract cannot be resolved by the Parties in the ordinary course of business, Subrecipient may make a claim against the GLO for breach of contract and the GLO may assert a counterclaim against Subrecipient as is contemplated by Texas Government Code, Chapter 2260, Subchapter B. In such event, Subrecipient must provide written notice to the GLO of a claim for breach of the Contract not later than the 180th day after the date

* This section does not apply to a contract with a "governmental entity" as defined in Texas Government Code Chapter 2251.

of the event giving rise to the claim. The notice must state with particularity: (1) the nature of the alleged breach; (2) the amount Subrecipient seeks as damages; and (3) the legal theory of recovery.

- b. The chief administrative officer, or if designated in the Contract, another officer of the GLO, shall examine the claim and any counterclaim and negotiate with Subrecipient in an effort to resolve them. The negotiation must begin no later than the 120th day after the date the claim is received, as is contemplated by Texas Government Code, Chapter 2260, Section 2260.052.
 - c. If the negotiation under paragraph (b) above results in the resolution of some disputed issues by agreement or in a settlement, the Parties shall reduce the agreement or settlement to writing and each Party shall sign the agreement or settlement. A partial settlement or resolution of a claim does not waive a Party's rights under this Contract as to the parts of the claim that are not resolved.
 - d. If a claim is not entirely resolved under paragraph (b) above, on or before the 270th day after the date the claim is filed with the GLO, unless the Parties agree in writing to an extension of time, the Parties may agree to mediate a claim made under this dispute resolution procedure. This dispute resolution procedure is Subrecipient's sole and exclusive process for seeking a remedy for an alleged breach of contract by the GLO if the Parties are unable to resolve their disputes as described in this section.
 - e. Nothing in the Contract shall be construed as a waiver of the state's or the GLO's sovereign immunity, or, if applicable, the governmental immunity of Subrecipient. This Contract shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to the State of Texas or Subrecipient. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to the State of Texas or, if applicable, of Subrecipient under this Contract or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies or immunities or be considered as a basis for estoppel. The GLO does not waive any privileges, rights, defenses, or immunities available to it by entering into this Contract or by its conduct, or by the conduct of any representative of the GLO, prior to or subsequent to entering into this Contract. Subrecipient does not waive any privileges, rights, defenses, or immunities available to it by entering into this Contract or by its conduct, or by the conduct of any representative of the Subrecipient, prior to or subsequent to entering into this Contract.
 - f. Except as otherwise provided by statute, rule, or regulation, compliance with the dispute resolution process provided for in Texas Government Code, Chapter 2260, subchapter B and incorporated by reference in subsection (a)-(d) above is a condition precedent to the Subrecipient: (1) filing suit pursuant to Chapter 114 of the Civil Practices and Remedies Code; or (2) initiating a contested case hearing pursuant to Subchapter C of Chapter 2260 of the Texas Government Code.
15. If Chapter 2271 of the Texas Government Code applies to this Contract, Subrecipient verifies that it does not boycott Israel and will not boycott Israel during the term of the Contract.*
16. This Contract is contingent upon the continued availability of lawful appropriations by the Texas Legislature. Subrecipient understands that all obligations of the GLO under this

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Contract are subject to the availability of funds. If such funds are not appropriated or become unavailable, the GLO may terminate the Contract. The Contract shall not be construed as creating a debt on behalf of the GLO in violation of Article III, Section 49a of the Texas Constitution.

17. Subrecipient certifies that it is not listed in the prohibited vendors list authorized by Executive Order 13224, "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism", published by the United States Department of the Treasury, Office of Foreign Assets Control.
18. In accordance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a state agency, Subrecipient certifies that it is not (1) the executive head of the GLO, (2) a person who at any time during the four years before the effective date of the Contract was the executive head of the GLO, or (3) a person who employs a current or former executive head of the GLO.
19. Subrecipient represents and warrants that all statements and information prepared and submitted in connection with this Contract are current, complete, true, and accurate. Submitting a false statement or making a material misrepresentation during the performance of this Contract is a material breach of contract and may void the Contract or be grounds for its termination.
20. Pursuant to Section 2155.004(a) of the Texas Government Code, Subrecipient certifies that neither Subrecipient nor any person or entity represented by Subrecipient has received compensation from the GLO to participate in the preparation of the specifications or solicitation on which this Contract is based. Under Section 2155.004(b) of the Texas Government Code, Subrecipient certifies that the individual or business entity named in this Contract is not ineligible to receive the specified Contract and acknowledges that the Contract may be terminated and payment withheld if this certification is inaccurate. This Section does not prohibit Subrecipient from providing free technical assistance.*
21. Subrecipient represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.*
22. In accordance with Section 2252.901 of the Texas Government Code, for the categories of contracts listed in that section, Subrecipient represents and warrants that none of its employees including, but not limited to, those authorized to provide services under the contract, were employees of the GLO during the twelve (12) month period immediately prior to the date of execution of the contract. Solely for professional services contracts as described by Chapter 2254 of the Texas Government Code, Subrecipient further represents and warrants that if a former employee of the GLO was employed by Subrecipient within one year of the employee's leaving the GLO, then such employee will not perform services on projects with Subrecipient that the employee worked on while employed by the GLO.*
23. The Contract shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under the Contract is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to any Party.

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24. IF THE CONTRACT IS NOT FOR ARCHITECTURE OR ENGINEERING SERVICES GOVERNED BY TEXAS GOVERNMENT CODE CHAPTER 2254, SUBRECIPIENT, TO THE EXTENT ALLOWED BY LAW, SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND THE GLO, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM ANY ACTS OR OMISSIONS OF SUBRECIPIENT OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY SUBRECIPIENT WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND SUBRECIPIENT MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. SUBRECIPIENT AND THE GLO SHALL FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.*
25. IF THE CONTRACT IS FOR ARCHITECTURE OR ENGINEERING SERVICES GOVERNED BY TEXAS GOVERNMENT CODE CHAPTER 2254, SUBRECIPIENT, TO THE EXTENT ALLOWED BY LAW, SHALL INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND THE GLO, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED DAMAGES, COSTS, ATTORNEY FEES, AND EXPENSES TO THE EXTENT CAUSED BY, ARISING OUT OF, OR RESULTING FROM ANY ACTS OF NEGLIGENCE, INTENTIONAL TORTS, WILLFUL MISCONDUCT, PERSONAL INJURY OR DAMAGE TO PROPERTY, AND/OR OTHERWISE RELATED TO SUBRECIPIENT'S PERFORMANCE, AND/OR FAILURES TO PAY A SUBCONTRACTOR OR SUPPLIER BY THE SUBRECIPIENT OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, CONSULTANTS UNDER CONTRACT TO SUBRECIPIENT, OR ANY OTHER ENTITY OVER WHICH SUBRECIPIENT EXERCISES CONTROL, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY SUBRECIPIENT WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND SUBRECIPIENT MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. SUBRECIPIENT AND THE GLO SHALL FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.*
26. TO THE EXTENT ALLOWED BY LAW, SUBRECIPIENT SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE GLO AND THE STATE OF TEXAS FROM AND AGAINST ANY AND ALL CLAIMS, VIOLATIONS, MISAPPROPRIATIONS OR INFRINGEMENT OF ANY PATENT, TRADEMARK, COPYRIGHT, TRADE SECRET OR OTHER INTELLECTUAL PROPERTY RIGHTS AND/OR OTHER INTANGIBLE

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PROPERTY, PUBLICITY OR PRIVACY RIGHTS, AND/OR IN CONNECTION WITH OR ARISING FROM: (1) THE PERFORMANCE OR ACTIONS OF SUBRECIPIENT PURSUANT TO THIS CONTRACT; (2) ANY DELIVERABLE, WORK PRODUCT, CONFIGURED SERVICE OR OTHER SERVICE PROVIDED HEREUNDER; AND/OR (3) THE GLO'S AND/OR SUBRECIPIENT'S USE OF OR ACQUISITION OF ANY REQUESTED SERVICES OR OTHER ITEMS PROVIDED TO THE GLO BY SUBRECIPIENT OR OTHERWISE TO WHICH THE GLO HAS ACCESS AS A RESULT OF SUBRECIPIENT'S PERFORMANCE UNDER THE CONTRACT. SUBRECIPIENT AND THE GLO SHALL FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. SUBRECIPIENT SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE, INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY SUBRECIPIENT WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL (OAG) WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND SUBRECIPIENT MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM OAG. IN ADDITION, SUBRECIPIENT WILL REIMBURSE THE GLO AND THE STATE OF TEXAS FOR ANY CLAIMS, DAMAGES, COSTS, EXPENSES OR OTHER AMOUNTS, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND COURT COSTS, ARISING FROM ANY SUCH CLAIM. IF THE GLO DETERMINES THAT A CONFLICT EXISTS BETWEEN ITS INTERESTS AND THOSE OF SUBRECIPIENT OR IF THE GLO IS REQUIRED BY APPLICABLE LAW TO SELECT SEPARATE COUNSEL, THE GLO WILL BE PERMITTED TO SELECT SEPARATE COUNSEL AND SUBRECIPIENT WILL PAY ALL REASONABLE COSTS OF THE GLO'S COUNSEL.*

27. Subrecipient has disclosed in writing to the GLO all existing or known potential conflicts of interest relative to the performance of the Contract.
28. Sections 2155.006 and 2261.053 of the Texas Government Code prohibit state agencies from accepting a solicitation response or awarding a contract that includes proposed financial participation by a person who, in the past five years, has been convicted of violating a federal law or assessed a penalty in connection with a contract involving relief for Hurricane Rita, Hurricane Katrina, or any other disaster, as defined by Section 418.004 of the Texas Government Code, occurring after September 24, 2005. Under Sections 2155.006 and 2261.053 of the Texas Government Code, Subrecipient certifies that the individual or business entity named in this Contract is not ineligible to receive the specified Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.*
29. The person executing this Contract certifies that he/she is duly authorized to execute this Contract on his/her own behalf or on behalf of Subrecipient and legally empowered to contractually bind Subrecipient to the terms and conditions of the Contract and related documents.
30. If the Contract is for architectural or engineering services, pursuant to Section 2254.0031 of the Texas Government Code, which incorporates by reference Section 271.904(d) of the Texas Local Government Code, Subrecipient shall perform services (1) with professional skill and care ordinarily provided by competent engineers or architects practicing under the same or similar circumstances and professional license, and (2) as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect.*

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31. The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the Contract or indirectly through a subcontract under the Contract. The acceptance of funds directly under the Contract or indirectly through a subcontract under the Contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. Subrecipient shall ensure that this paragraph concerning the authority to audit funds received indirectly by subcontractors through the Contract and the requirement to cooperate is included in any subcontract it awards. The GLO may unilaterally amend the Contract to comply with any rules and procedures of the state auditor in the implementation and enforcement of Section 2262.154 of the Texas Government Code.
32. Subrecipient certifies that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from participation in the Contract by any state or federal agency.
33. If the Contract is for the purchase or lease of covered television equipment, as defined by Section 361.971(3) of the Texas Health and Safety Code, Subrecipient certifies its compliance with Subchapter Z, Chapter 361 of the Texas Health and Safety Code, related to the Television Equipment Recycling Program.
34. Pursuant to Section 572.069 of the Texas Government Code, Subrecipient certifies it has not employed and will not employ a former state officer or employee who participated in a procurement or contract negotiations for the GLO involving Subrecipient within two (2) years after the date that the contract is signed or the procurement is terminated or withdrawn. This certification only applies to former state officers or employees whose state service or employment ceased on or after September 1, 2015.
35. The GLO shall post this Contract to the GLO's website. Subrecipient understands that the GLO will comply with the Texas Public Information Act (Texas Government Code Chapter 552, the "PIA"), as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas (the "Attorney General"). Information, documentation, and other material in connection with this Contract may be subject to public disclosure pursuant to the PIA. In accordance with Section 2252.907 of the Texas Government Code, Subrecipient is required to make any information created or exchanged with the GLO or the State of Texas pursuant to the Contract, and not otherwise excepted from disclosure under the PIA, available to the GLO in portable document file (".pdf") format or any other format agreed upon between the Parties that is accessible by the public at no additional charge to the GLO or the State of Texas. By failing to mark any information that Subrecipient believes to be excepted from disclosure as "confidential" or a "trade secret," Subrecipient waives any and all claims it may make against the GLO for releasing such information without prior notice to Subrecipient. The Attorney General will ultimately determine whether any information may be withheld from release under the PIA. Subrecipient shall notify the GLO's Office of General Counsel within twenty-four (24) hours of receipt of any third-party written requests for information and forward a copy of said written requests to PIALegal@glo.texas.gov. If a request for information was not written, Subrecipient shall forward the third party's contact information to the above-designated e-mail address.

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36. The GLO does not tolerate any type of fraud. GLO policy promotes consistent, legal, and ethical organizational behavior by assigning responsibilities and providing guidelines to enforce controls. Any violations of law, agency policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. Subrecipient must report any possible fraud, waste, or abuse that occurs in connection with the Contract to the GLO in the manner prescribed by the GLO's website, <https://www.glo.texas.gov>.
37. If Subrecipient, in its performance of the Contract, has access to a state computer system or database, Subrecipient must complete a cybersecurity training program certified under Texas Government Code Section 2054.519, as selected by the GLO. Subrecipient must complete the cybersecurity training program during the initial term of the Contract and during any renewal period. Subrecipient must verify in writing to the GLO its completion of the cybersecurity training program.
38. Under Section 2155.0061, Texas Government Code, Subrecipient certifies that the entity named in this Contract is not ineligible to receive the specified Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.*
39. Subrecipient certifies that it does not require its customers to provide any documentation certifying the customer's COVID-19 vaccination or post-transmission recovery on entry to, to gain access to, or to receive service from Subrecipient's business. Subrecipient acknowledges that such a vaccine or recovery requirement would make Subrecipient ineligible for a state-funded contract.
40. Pursuant to Government Code Section 2275.0102, Subrecipient certifies that neither it nor its parent company, nor any affiliate of Subrecipient or its parent company, is: (1) majority owned or controlled by citizens or governmental entities of China, Iran, North Korea, Russia, or any other country designated by the Governor under Government Code Section 2275.0103, or (2) headquartered in any of those countries.*
41. If Subrecipient is required to make a verification pursuant to Section 2276.002 of the Texas Government Code, Subrecipient verifies that Subrecipient does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Subrecipient does not make that verification, Subrecipient must notify the GLO and state why the verification is not required.*
42. If Subrecipient is required to make a verification pursuant to Section 2274.002 of the Texas Government Code, Subrecipient verifies that it (1) does not have a practice, policy, guidance, or directive that discriminates against a "firearm entity" or "firearm trade association" as those terms are defined in Texas Government Code section 2274.001 and (2) will not discriminate during the term of the Contract against a firearm entity or firearm trade association. If Subrecipient does not make that verification, Subrecipient must notify the GLO and state why the verification is not required.*
43. If Subrecipient is a "professional sports team" as defined by Texas Occupations Code Section 2004.002, Subrecipient will play the United States national anthem at the beginning of each team sporting event held at Subrecipient's home venue or other venue controlled by Subrecipient for the event. Failure to comply with this obligation constitutes a default of this Contract, and immediately subjects Subrecipient to the penalties for default, such as repayment of money received or ineligibility for additional money. In addition, Subrecipient

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may be debarred from contracting with the State. The GLO or the Attorney General may strictly enforce this provision.*

44. To the extent Section 552.371 of the Texas Government Code applies to Subrecipient and the Contract, in accordance with Section 552.372 of the Texas Government Code, Subrecipient must (a) preserve all contracting information related to the Contract in accordance with the records retention requirements applicable to the GLO for the duration of the Contract, (b) no later than the tenth business day after the date of the GLO's request, provide to the GLO any contracting information related to the Contract that is in Subrecipient's custody or possession, and (c) on termination or expiration of the Contract, either (i) provide to the GLO at no cost all contracting information related to the Contract that is in Subrecipient's custody or possession or (ii) preserve the contracting information related to the Contract in accordance with the records retention requirements applicable to the GLO. Except as provided by Section 552.374(c) of the Texas Government Code, the requirements of Subchapter J, Chapter 552, Government Code, may apply to the Contract and Subrecipient agrees that the Contract may be terminated if Subrecipient knowingly or intentionally fails to comply with a requirement of that subchapter.*
45. If the Contract is for consulting services governed by Chapter 2254 of the Texas Government Code, Subrecipient, upon completion of the Contract, must give the GLO a compilation, in a digital medium agreed to by the Parties, of all documents, films, recordings, or reports Subrecipient compiled in connection with its performance under the Contract.*
46. If subject to 2 C.F.R. 200.216, Subrecipient shall not obligate or expend funding provided under this Contract to: (a) procure or obtain; (b) extend or renew a contract to procure or obtain; or (c) enter into a contract to procure or obtain covered telecommunications equipment or services, as described in Public Law 115-232, Section 889, including systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.
47. To the extent Texas Government Code Chapter 2252, Subchapter G applies to the Contract, any iron or steel product Subrecipient uses in its performance of the Contract that is produced through a manufacturing process, as defined in Section 2252.201(2) of the Texas Government Code, must be produced in the United States.
48. If subject to 2 C.F.R. 200.217, Subrecipient shall not discharge, demote, or otherwise discriminate against an employee as a reprisal for lawfully disclosing information that the employee reasonably believes is evidence of gross mismanagement, waste, abuse of authority, a danger to public health or safety, or a violation of law related to a Federal contract or grant. Subrecipient shall inform its employees in writing of their whistleblower rights and protections under 41 U.S.C. 4712.

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NONEXCLUSIVE LIST OF APPLICABLE LAWS, RULES, AND REGULATIONS

If applicable to the Project, Subrecipient must be in compliance with the following laws, rules, and regulations, as may be amended or superseded over time, and any other state, federal, or local laws, rules, and regulations as may become applicable throughout the term of the Contract, and Subrecipient acknowledges that this list may not include all such applicable laws, rules, and regulations.

Subrecipient is deemed to have read and understands the requirements of each of the following, if applicable to the Project under this Contract:

GENERALLY

The Acts and Regulations specified in this Contract;

Further Additional Supplemental Appropriations for Disaster Relief Requirements Act, 2018 (Division B, Subdivision 1 of the Bipartisan Budget Act of 2018) (Public Law 115-123);

The Housing and Community Development Act of 1974 (12 U.S.C. § 5301 *et seq.*);

The United States Housing Act of 1937, as amended, 42 U.S.C. § 1437f(o)(13) (2016) and related provisions governing Public Housing Authority project-based assistance, and implementing regulations at 24 C.F.R. Part 983 (2016);

Cash Management Improvement Act regulations (31 C.F.R. Part 205);

Community Development Block Grants (24 C.F.R. Part 570);

Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. Part 200);

Community Development Block Grant Disaster Recovery and Mitigation Implementation Manual; and

State of Texas CDBG Mitigation Action Plan, dated March 31, 2020, as may be amended.

CIVIL RIGHTS

Title VI of the Civil Rights Act of 1964, (42 U.S.C. § 2000d *et seq.*); 24 C.F.R. Part I, "Nondiscrimination in Federally Assisted Programs of the Department of Housing and Urban Development - Effectuation of Title VI of the Civil Rights Act of 1964";

Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972 (42 U.S.C. § 2000e, *et seq.*);

Title VIII of the Civil Rights Act of 1968, "The Fair Housing Act of 1968" (42 U.S.C. § 3601, *et seq.*), as amended;

Executive Order 11063, as amended by Executive Order 12259, and 24 C.F.R. Part 107, "Nondiscrimination and Equal Opportunity in Housing under Executive Order 11063"; The failure or refusal of Subrecipient to comply with the requirements of Executive Order 11063 or 24 C.F.R. Part 107 shall be a proper basis for the imposition of sanctions specified in 24 C.F.R. 107.60;

The Age Discrimination Act of 1975 (42 U.S.C. § 6101, *et seq.*); and

Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794.) and "Nondiscrimination Based

on Handicap in Federally-Assisted Programs and Activities of the Department of Housing and Urban Development", 24 C.F.R. Part 8. By signing this Contract, Subrecipient understands and agrees that the activities funded shall be performed in accordance with 24 C.F.R. Part 8; and the Architectural Barriers Act of 1968 (42 U.S.C. § 4151, *et seq.*), including the use of a telecommunications device for deaf persons (TDDs) or equally effective communication system.

LABOR STANDARDS

The Davis-Bacon Act, as amended (originally, 40 U.S.C. §§ 276a-276a-5 and re-codified at 40 U.S.C. §§ 3141-3148); 29 C.F.R. Part 5;

The Copeland "Anti-Kickback" Act (originally, 18 U.S.C. § 874 and re-codified at 40 U.S.C. § 3145); 29 C.F.R. Part 3;

Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (originally, 40 U.S.C. §§ 327A and 330 and re-codified at 40 U.S.C. §§ 3701-3708);

Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act) (29 C.F.R. Part 5); and

Federal Executive Order 11246, as amended.

EMPLOYMENT OPPORTUNITIES

Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. § 1701u); 24 C.F.R. Part 75;

The Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. § 4212);

Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681-1688); and

Federal Executive Order 11246, as amended.

GRANT AND AUDIT STANDARDS

Single Audit Act Amendments of 1996, 31 U.S.C. § 7501;

Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. Part 200);

Uniform Grant and Contract Management Act (Texas Government Code Chapter 783) and the Uniform Grant Management Standards, issued by Governor's Office of Budget and Planning; and

Title 1 Texas Administrative Code § 5.167(c).

LEAD-BASED PAINT

Section 302 of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4831(b)).

HISTORIC PROPERTIES

The National Historic Preservation Act of 1966 as amended (16 U.S.C. § 470, *et seq.*), particularly sections 106 and 110 (16 U.S.C. §§ 470 and 470h-2);

Executive Order 11593, Protection and Enhancement of the Cultural Environment, May 13, 1971 (36 FR 8921), 3 C.F.R., 1971-1975 Comp., p. 559, particularly section 2(c);

Federal historic preservation regulations as follows: 36 C.F.R. Part 800 with respect to HUD programs; and

The Reservoir Salvage Act of 1960, as amended by the Archeological and Historic Preservation Act of 1974 (16 U.S.C. § 469, *et seq.*), particularly section 3 (16 U.S.C. § 469a-1).

ENVIRONMENTAL LAW AND AUTHORITIES

Environmental Review Procedures for Recipients assuming HUD Environmental Responsibilities (24 C.F.R. Part 58, as amended);

National Environmental Policy Act of 1969, as amended (42 U.S.C. §§ 4321-4347); and

Council for Environmental Quality Regulations for Implementing NEPA (40 C.F.R. Parts 1500-1508).

FLOODPLAIN MANAGEMENT AND WETLAND PROTECTION

Executive Order 11988, Floodplain Management, as amended by Executive Order 13690, February 4, 2015 (3 C.F.R., 2016 Comp., p. 268), as implemented in HUD regulations at 24 C.F.R. Part 55, particularly Section 2(e) of Executive Order 11988, as amended; and

Executive Order 11990, Protection of Wetlands, May 24, 1977 (42 FR 26961), 3 C.F.R., 1977 Comp., p. 121, as interpreted in HUD regulations at 24 C.F.R. Part 55, particularly Sections 2 and 5 of the Order.

COASTAL ZONE MANAGEMENT

The Coastal Zone Management Act of 1972 (16 U.S.C. § 1451, *et seq.*), as amended, particularly sections 307(c) and (d) (16 U.S.C. § 1456(c) and (d)).

SOLE SOURCE AQUIFERS

The Safe Drinking Water Act of 1974 (42 U.S.C. §§ 201, 300(f), *et seq.*, and 21 U.S.C. § 349) as amended; particularly section 1424(e) (42 U.S.C. § 300h-3(e)); and

Sole Source Aquifers (Environmental Protection Agency-40 C.F.R. part 149.).

ENDANGERED SPECIES

The Endangered Species Act of 1973 (16 U.S.C. § 1531, *et seq.*) as amended, particularly section 7 (16 U.S.C. § 1536).

WILD AND SCENIC RIVERS

The Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271, *et seq.*) as amended, particularly sections 7(b) and (c) (16 U.S.C. § 1278(b) and (c)).

AIR QUALITY

The Clean Air Act (42 U.S.C. § 7401, *et seq.*) as amended, particularly sections 176(c) and (d) (42 U.S.C. § 7506(c) and (d)).

Determining Conformity of Federal Actions to State or Federal Implementation Plans (Environmental Protection Agency-40 C.F.R. Parts 6, 51, and 93).

FARMLAND PROTECTION

Farmland Protection Policy Act of 1981 (7 U.S.C. § 4201, *et seq.*) particularly sections 1540(b)

and 1541 (7 U.S.C. §§ 4201(b) and 4202); and

Farmland Protection Policy (Department of Agriculture-7 C.F.R. part 658).

HUD ENVIRONMENTAL STANDARDS

Applicable criteria and standards specified in HUD environmental regulations (24 C.F.R. Part 51)(other than the runway clear zone and clear zone notification requirement in 24 C.F.R. § 51.303(a)(3); and

HUD Notice 79-33, Policy Guidance to Address the Problems Posed by Toxic Chemicals and Radioactive Materials, September 10, 1979.

SUSPENSION AND DEBARMENT

Use of debarred, suspended, or ineligible contractors or subrecipients (24 C.F.R. § 570.609);

General HUD Program Requirements; Waivers (24 C.F.R. Part 5); and

Nonprocurement Suspension and Debarment (2 C.F.R. Part 2424).

ACQUISITION / RELOCATION

The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601, *et seq.*), 24 C.F.R. Part 42, and 24 C.F.R. § 570.606.

FAITH-BASED ACTIVITIES

Executive Order 13279 of December 12, 2002 - Equal Protection of the Laws for Faith-Based and Community Organizations, (67 FR 77141), as amended by Executive Order 13559, Fundamental Principles and Policymaking Criteria for Partnerships with Faith-Based and Other Neighborhood Organizations and HUD regulations at 24 C.F.R. 570.200(j).

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GLO Information Security Appendix

1. Definitions

“[Breach of Security](#)” means any unauthorized access of computerized data that compromises the security, confidentiality, or integrity of GLO Data that is in the possession and/or control of Subrecipient (or any entity with which Subrecipient shares GLO Data as authorized herein) including data that is encrypted if the person accessing the data has the key required to decrypt the data, or a loss of control, compromise, unauthorized disclosure or access, failure to physically secure GLO Data or when unauthorized users access PII or SPI for an unauthorized purposes. The term encompasses both suspected and confirmed incidents involving GLO Data which raise a reasonable risk of harm to the GLO or an individual. A Breach of Security occurs regardless of whether caused by a negligent or intentional act or omission on part of Subrecipient and/or aforementioned entities.

“[GLO Data](#)” means any data or information, which includes PII and/or SPI as defined below, collected, maintained, and created by the GLO, for the purpose of providing disaster assistance to an individual, that Subrecipient obtains, accesses (via records, systems, or otherwise), receives (from the GLO or on behalf of the GLO), or uses in the performance of the Contract or any documents related thereto. GLO Data does not include other information that is lawfully made available to Subrecipient through other sources.

“[Personal Identifying Information](#)” or “[PII](#)” means information that alone, or in conjunction with other information, identifies an individual as defined at Tex. Bus. & Com Code Section 521.002(a)(1).

“[Sensitive Personal Information](#)” or “[SPI](#)” means the personal information identifying an individual as defined at Tex. Bus. & Com. Code Section 521.002(a)(2).

All defined terms found in the Contract shall have the same force and effect, regardless of capitalization.

2. Security and Privacy Compliance

- 2.1. Subrecipient shall keep all GLO Data received under the Contract and any documents related thereto strictly confidential.
- 2.2. Subrecipient shall comply with all applicable federal and state privacy and data protection laws, as well as all other applicable regulations.
- 2.3. Subrecipient shall implement administrative, physical, and technical safeguards to protect GLO Data that are no less rigorous than accepted industry practices including, without limitation, the guidelines in the National Institute of Standards and Technology (“NIST”) Cybersecurity Framework Version 1.1. All such safeguards shall comply with applicable data protection and privacy laws.
- 2.4. Subrecipient will legally bind any contractor(s)/subcontractor(s) to the same requirements stated herein and obligations stipulated in the Contract and documents related thereto. Subrecipient shall ensure that the requirements stated herein are imposed on any contractor/subcontractor of Subrecipient’s subcontractor(s).

- 2.5. With the exception of contractors and subcontractors as they are addressed in Section 2.4, Subrecipient will not share GLO Data with any third parties, except as necessary for Subrecipient's performance under the Contract and upon the express written consent of the GLO's Information Security Officer or his/her authorized designee.
- 2.6. Subrecipient will ensure that initial privacy and security training, and annual training, thereafter, is completed by its employees or contractor/subcontractors that have access to GLO Data or who create, collect, use, process, store, maintain, disseminate, disclose, dispose, or otherwise handle PII and/or SPI on behalf of the GLO. Subrecipient shall maintain and, upon request, provide documentation of training completion.
- 2.7. Any GLO Data maintained or stored by Subrecipient or any contractor/subcontractor must be stored on servers or other hardware located within the physical borders of the United States and shall not be accessed outside of the United States.
- 2.8. Subrecipient shall require that all individuals allowed to access GLO Data pursuant to this Contract sign a confidentiality and non-disclosure agreement ("NDA") before being given access to GLO Data. At a minimum, the NDA shall inform all individuals of the confidential nature of the GLO Data, the security and non-disclosure requirements of this Contract, and the potential criminal penalties and civil remedies specified in federal and state laws that may result from the unauthorized disclosure of GLO Data. The NDA shall require all individuals to acknowledge that the GLO or the United States government, including the U.S. Department of Housing and Urban Development, will seek any remedy available, including all administrative, disciplinary, civil, or criminal action(s) or penalties, as appropriate, for any unauthorized disclosure of GLO Data. Subrecipient shall provide the GLO copies of any and all NDAs upon request or demand by the GLO.
- 2.9. Subrecipient shall only use GLO Data for the purposes of administering the Project(s).

3. Data Ownership

- 3.1. The GLO shall retain full ownership of all GLO Data, which includes PII and/or SPI, disclosed to Subrecipient or to which Subrecipient otherwise gains access by operation of the Contract or any agreement related thereto.
- 3.2. If, at any time during the term of the Contract or upon termination of the Contract, whichever occurs first, any part of the GLO Data, in any form, provided to Subrecipient ceases to be necessary for Subrecipient's performance under the Contract, Subrecipient shall within fourteen (14) days thereafter securely return such GLO Data to the GLO, or, at the GLO's written request, destroy, uninstall, and/or remove all copies of data in Subrecipient's possession or control and certify to the GLO that such tasks have been completed. Subrecipient shall provide certification of such destruction of GLO Data. If such return is infeasible, as mutually determined by the GLO and Subrecipient, the obligations set forth in this Attachment, with respect to GLO Data, shall survive termination of the Contract and Subrecipient shall prohibit any further use and disclosure of GLO Data.

4. Data Mining

- 4.1. Subrecipient shall not use GLO Data for unrelated commercial purposes, advertising or advertising-related services, or for any other purpose not explicitly authorized by the GLO in this Contract.
- 4.2. Subrecipient shall take all reasonable physical, technical, administrative, and procedural measures to ensure that no unauthorized use or access of GLO Data occurs.

5. Breach of Security

- 5.1. Subrecipient shall provide the GLO with the name and contact information for an employee of Subrecipient which shall serve as the GLO's primary security contact.
- 5.2. Upon Subrecipient's discovery of a Breach of Security or suspected Breach of Security, Subrecipient shall notify the GLO as soon as possible, but no later than 24 hours after discovery of the Breach of Security or suspected Breach of Security. Within 72 hours, Subrecipient shall provide to the GLO, at minimum, a written preliminary report regarding the Breach or suspected Breach to the GLO with root cause analysis including a log detailing the data affected.
- 5.3. Subrecipient shall submit the initial notification and preliminary report to the GLO Information Security Officer at informationsecurity@glo.texas.gov.
- 5.4. Subrecipient shall take all reasonable steps to immediately remedy a Breach of Security and prevent any further Breach of Security.
- 5.5. Subrecipient shall not inform any third party of any Breach of Security or suspected Breach of Security without first obtaining GLO's prior written consent unless such action is required by law or is limited to third party personnel that have a need to know for the sole purpose of containing or remediating the Breach of Security or suspected Breach of Security. However, while a third party may be informed of the Breach or suspected Breach for the sole purpose of containing or remediating it, no GLO Data shall be shared with such third party unless express written permission is obtained from the GLO in accordance with Section 2.5. Subrecipient will legally bind such third party to the same requirements stated herein and obligations stipulated in the Contract and documents related thereto as soon as practicable upon securing such third party to contain or remediate the Breach of Security or suspected Breach of Security.
- 5.6. Notwithstanding the remedies provided in the Contract, if a Breach of Security includes SPI, Subrecipient shall, at the discretion of the GLO, notify affected individuals of such Breach and provide affected individuals complimentary access to one (1) year of credit monitoring services.

6. Right to Audit

- 6.1 Upon the GLO's request and to confirm Subrecipient's compliance with this Attachment, Subrecipient grants the GLO, or a GLO-contracted vendor, permission to perform an assessment, audit, examination, investigation, or review of all controls in Subrecipient's, or Subrecipient's contractor/subcontractor's, physical and/or technical environment in relation to GLO Data. Subrecipient shall fully cooperate with such

assessment by providing access to knowledgeable personnel, physical premises, documentation, infrastructure and application software that stores, processes, or transports GLO Data. In lieu of a GLO-conducted assessment, audit, examination, investigation, or review, Subrecipient may supply, upon GLO approval, the following reports: SSAE18, ISO/ICE 27001 Certification, FedRAMP Certification, and PCI Compliance Report. Subrecipient shall ensure that this clause concerning the GLO's authority to assess, audit, examine, investigate, or review is included in any contract/subcontract that Subrecipient awards.

- 6.2 At the GLO's request, Subrecipient shall promptly and accurately complete a written information security questionnaire provided by the GLO regarding Subrecipient's business practices and information technology environment in relation to GLO Data and the GLO shall consider such information to be confidential to the extent allowed by law.

CONTRACT REPORTING TEMPLATE

Subrecipients are to use this template to summarize all procured contracts, including those procured by Subrecipient or its subawardees. Definitions of each field can be found below. Monthly, Subrecipient shall update and upload this template in the TIGR system or provide to the GLO in a format specified by the GLO Grant Manager.

Data Fields:

Subrecipient	Enter Subrecipient name.
Contract Number	Enter Contract number.
Date Updated	Enter date template last updated.
A. Contractor Name	Enter name of Contracted Party
B. UEID Number	Enter Uniform Entity Identifier (UEID) number of the Contractor. <u>Note:</u> Entering the UEI into this template does not fulfill the requirement for grantees to enter UEI number into the DRGR Action Plan at the activity level. Refer to the Notice published July 11, 2014 and additional published guidance on this separate requirement.
C. Procured by	Enter name of entity that procured Contract - HUD grantee (state or local government), partner agency, a subrecipient of a state or local government, or a recipient of a state government.
D. Contract Execution Date	Enter date the Contract was executed.
E. Contract End Date	Enter date the Contract will expire.
F. Total Contract Amount	Enter total amount of executed Contract.
G. Amount of CDBG-MIT Funds	Enter amount of CDBG-MIT funds from this grant used to fund the Contract.
H. Brief Description of Contract	Enter a brief, one sentence description of the purpose of the Contract.

Contract Reporting Template

Subrecipient:

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GLO Contract Number:

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Date Updated:

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A. Contractor Name	B. Unique Entity Identifier Number (UEID)	C. Procured By	D. Contract Execution Date	E. Contract End Date	F. Total Contract Amount	G. Amount of CDBG-MIT Funds	H. Brief Description of Contract
Example: South Texas Landscaping, INC	XXXXXXXXXXXX	State of Texas	6/15/2013	6/15/2014	\$3,500,000	\$3,000,000	Long term recovery from wildfires of 2011 - Drainage Projects

Certificate Of Completion

Envelope Id: 4B54A2B0-316A-4847-BE12-62E2A9120316

Status: Sent

Subject: \$100K Contract: 22-130-087-F248 - City of San Angelo (Texas GLO)

Source Envelope:

Document Pages: 61

Signatures: 0

Envelope Originator:

Certificate Pages: 5

Initials: 6

Veronica Rodriguez

AutoNav: Enabled

1700 Congress Ave

Envelopeld Stamping: Enabled

Austin, TX 78701

Time Zone: (UTC-06:00) Central Time (US & Canada)

Veronica.Rodriguez@glo.texas.gov

IP Address: 136.226.12.218

Record Tracking

Status: Original

Holder: Veronica Rodriguez

Location: DocuSign

6/25/2025 11:53:50 AM

Veronica.Rodriguez@glo.texas.gov

Signer Events

Nathan Leake

Nathan.leake@glo.texas.gov

Staff Attorney

Texas General Land Office

Security Level: Email, Account Authentication
(None)

Signature



Signature Adoption: Pre-selected Style
Using IP Address: 136.226.12.209

Timestamp

Sent: 6/25/2025 12:21:34 PM

Viewed: 6/25/2025 1:55:36 PM

Signed: 6/25/2025 2:23:06 PM

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Jet Hays

jet.hays.glo@recovery.texas.gov

Deputy Director, Integration

Texas General Land Office

Security Level: Email, Account Authentication
(None)



Signature Adoption: Pre-selected Style
Using IP Address: 136.226.13.88

Sent: 6/25/2025 2:23:14 PM

Viewed: 6/30/2025 5:51:15 PM

Signed: 6/30/2025 5:51:29 PM

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Heather Lagrone

heather.lagrone.glo@recovery.texas.gov

Sr Dep director

Texas General Land Office

Security Level: Email, Account Authentication
(None)



Signature Adoption: Pre-selected Style
Using IP Address:
2600:1700:1d0:8cb0:d482:336:f3d7:9341
Signed using mobile

Sent: 6/30/2025 5:51:37 PM

Viewed: 6/30/2025 8:27:12 PM

Signed: 6/30/2025 8:27:21 PM

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Marc Barenblat

marc.barenblat@glo.texas.gov

Deputy General Counsel

Texas General Land Office

Security Level: Email, Account Authentication
(None)



Signature Adoption: Pre-selected Style
Using IP Address: 136.226.12.87

Sent: 6/30/2025 8:27:30 PM

Viewed: 7/1/2025 12:41:45 PM

Signed: 7/1/2025 5:56:24 PM

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Signer Events	Signature	Timestamp
Jeff Gordon jeff.gordon@glo.texas.gov General Counsel Texas General Land Office Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	 Signature Adoption: Pre-selected Style Using IP Address: 73.127.148.208 Signed using mobile	Sent: 7/1/2025 5:56:28 PM Viewed: 7/1/2025 10:08:28 PM Signed: 7/1/2025 10:08:32 PM
Adrian Piloto adrian.piloto@glo.texas.gov Senior Deputy Director Texas General Land Office Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	 Signature Adoption: Pre-selected Style Using IP Address: 136.226.13.61	Sent: 7/1/2025 10:08:36 PM Viewed: 7/2/2025 1:19:00 PM Signed: 7/2/2025 1:20:43 PM
Daniel Valenzuela daniel.valenzuela@cosatx.us Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		Sent: 7/2/2025 1:20:48 PM
Robert Sonnier Bob.Sonnier@glo.texas.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Jennifer G. Jones jennifer.jones@glo.texas.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
BSO Team bsorequests@recovery.texas.gov Texas General Land Office Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 6/25/2025 12:10:54 PM

Carbon Copy Events	Status	Timestamp
Drafting Requests draftingrequests@GLO.TEXAS.GOV Texas General Land Office Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 6/25/2025 12:10:54 PM
Kelly McBride kelly.mcbride@glo.texas.gov Director of CMD Texas General Land Office Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 6/25/2025 12:10:55 PM
Lance White lance.white@glo.texas.gov Manager, Contracts Management Division Texas General Land Office Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 6/25/2025 12:10:55 PM
Joseph Cardona joseph.cardona@glo.texas.gov Team Lead/Contract Manager Texas General Land Office Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 6/25/2025 12:10:55 PM Resent: 6/25/2025 12:21:32 PM
Veronica Rodriguez veronica.rodriguez@glo.texas.gov Contract Manager Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 6/25/2025 12:10:56 PM
LHMPPTeam lhmppteam@glo.texas.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 6/25/2025 2:23:12 PM
Regina Eroles regina.eroles@glo.texas.gov Grant Coordinator Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 6/25/2025 2:23:12 PM
Socorro Jones Socorro.Jones@glo.texas.gov Security Level: Email, Account Authentication (None)	COPIED	Sent: 6/25/2025 2:23:13 PM

Carbon Copy Events	Status	Timestamp
Electronic Record and Signature Disclosure: Not Offered via Docusign Matthew Anderson matthew.anderson@glo.texas.gov Texas General Land Office Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via Docusign	COPIED	Sent: 6/25/2025 2:23:14 PM
Accounting Team DR.SystemAccess@glo.texas.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via Docusign	COPIED	Sent: 6/25/2025 2:23:14 PM
Jose Rivera jose.rivera@cosatx.us Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via Docusign	COPIED	Sent: 7/2/2025 1:20:48 PM
Jen Bellemare jen.bellemare@cosatx.us Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via Docusign	COPIED	Sent: 7/2/2025 1:20:48 PM Viewed: 7/2/2025 1:22:01 PM
Vonda White Vonda.White@glo.texas.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via Docusign		
Mahsa Azadi Mahsa.Azadi@glo.texas.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via Docusign		
Garrett Purcell Garrett.Purcell@glo.texas.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via Docusign		
HUB HUB@glo.texas.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via Docusign		

Carbon Copy Events	Status	Timestamp
Pamela Mathews pamela.mathews.glo@recovery.texas.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Ryne Zmolik ryne.zmolik.glo@recovery.texas.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Michelle Esper-Martin michelle.espermartin.glo@recovery.texas.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Jeana Bores jeana.bores.glo@recovery.texas.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Jacob Geray jacob.geray.glo@recovery.texas.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/25/2025 12:10:56 PM
Envelope Updated	Security Checked	6/25/2025 12:21:32 PM
Envelope Updated	Security Checked	6/25/2025 12:21:32 PM
Envelope Updated	Security Checked	6/25/2025 12:21:32 PM
Payment Events	Status	Timestamps

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Jennifer Bellemare, Administrative Office Coordinator , Emergency Management

Meeting Date: August 5, 2025

Item type: Consent Item

Caption:

Consider awarding RFP EM-01-25 Hazard Mitigation Plan Update to H2O Partners in the amount of \$68,250 and authorizing the City Manager to negotiate and execute any related documents (Jose Rivera)

Staff Recommendation:

Approve

Summary/History:

The Tom Green County / City of San Angelo Hazard Mitigation Action Plan 2020 expired in July 2025. To demonstrate a commitment to reducing the risk to the citizens and property of San Angelo and Tom Green County, and to ensure eligibility for future state and federal emergency funding, the multi-jurisdictional plan must be updated, approved by FEMA, and adopted by both jurisdictions. Without a FEMA-approved Hazard Mitigation Plan, the City of San Angelo would not be eligible for Hazard Mitigation Grants to address major hazards such as flooding, wildfires, tornadoes, as well as other hazards, both natural and man-made, that may threaten Tom Green County.

RFP EM-01-25 Hazard Mitigation Plan Update was advertised, and multiple responses were received. The selection committee evaluated all responses and ranked each according to the RFP selection criteria. We recommend awarding the highest-ranked firm, H2O Partners, in the amount of \$68,250. H2O Partners has many years of experience in developing Hazard Mitigation Plans throughout the United States. They successfully developed our most recent plan, which received FEMA's approval.

Funding Source(s):

Fund:	Account:	Project Number:	Amount Budgeted:
Expense Account -	1039200-32124		\$68,250

Financial Impact:

The Texas General Land Office has awarded the City of San Angelo a Local Hazard Mitigation Plan Program grant of up to \$100,000 on a reimbursement basis to fund the update of the Hazard Mitigation Plan with no local match.

Other Information/Recommendation:

Attachments:

1. EM-01-25 - Scoring Summary

EM-01-25 - Scoring Summary.xlsx

Presentation:

Jose Rivera

Approvals/Reviews:

Jennifer Bellemare

Created/Initiated

Jose Rivera

Approved

Patrick Brody

Approved

Brandon Dyson

Approved

Jeffrey Tomlinson

Approved

Tina Dierschke

Approved

Brandon Dyson

Approved

Heather Stastny

Final Approval



EM-01-25 - Hazard Mitigation Plan Update

Scoring Summary

Active Submissions

Supplier	Total / 100 pts	Experience / 20 pts	Work Performance / 25 pts	Overall approach / 30 pts	Proposed Cost / 25 pts
	93.5	17.75	22.75	28.25	24.75
	87.25	17	21.5	27	21.75
	80	18	20.5	25	16.5
	76.5	16.5	20.5	24.5	15
	76	15.5	18.75	22.25	19.5



EM-01-25 - Hazard Mitigation Plan Update H2O Partners

Scoring Summary

Evaluation Group 1 - Evaluation - Purchasing/Compliance
Evaluation Group 2 - Evaluation - Technical/Specifications

Reviewer	Total / 100 pts	Experience / 20 pts	Work Performance and / 25 pts
	93	18	23
	91	18	23
	100	20	25
	90	15	20
	Average:	17.75	22.75
	Consensus:	-	-
		↓	↓
Calculated:	93.5	17.75	22.75

Scoring Comments

Experience - Reviewer Scores

Reviewer	Score	Reason	Comments
	18	Meets or exceeds my	Experienced history
	18	Meets or exceeds my	Adequate staffing and relevant
	20	Meets or exceeds my	exceeds expectations
	15	Meets or exceeds my	References in proposal indicate

Work Performance and Capacity to perform - Reviewer Scores



Reviewer	Score	Reason	Comments
	23	Meets or exceeds my	I believe they will be able to meet
	23	Meets or exceeds my	Demonstrated ability to complete
	25	Meets or exceeds my	exceeds expectations
	20	Meets or exceeds my	Personnel have excellent

Overall approach and methodology to be used to accomplish the RFP requirements - Reviewer Scores

Reviewer	Score	Reason	Comments
	27	Meets or exceeds my	Impressive approach
	26	Meets or exceeds my	Approach in line with the project
	30	Meets or exceeds my	exceeds expectations
	30	High level of detail in response	Comprehensive detail in proposal

Proposed Cost - Reviewer Scores

Reviewer	Score	Reason	Comments
	25	Meets or exceeds my	Best value
	24	Meets or exceeds my	Cost in line with project scope
	25	Meets or exceeds my	exceeds expectations
	25	Meets or exceeds my	Lowest bid



Overall approach	Proposed Cost
/ 30 pts	/ 25 pts
27	25
26	24
30	25
30	25
28.25	24.75
-	-
↓	↓
28.25	24.75



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EM-01-25 - Hazard Mitigation Plan Update Centurion Solutions LLC

Scoring Summary

Evaluation Group 1 - Evaluation - Purchasing/Compliance
Evaluation Group 2 - Evaluation - Technical/Specifications

Reviewer	Total / 100 pts	Experience / 20 pts	Work Performance and / 25 pts
	88	18	22
	86	18	22
	90	17	22
	85	15	20
	Average:	17	21.5
	Consensus:	-	-
		↓	↓
Calculated:	87.25	17	21.5

Scoring Comments

Experience - Reviewer Scores

Reviewer	Score	Reason	Comments
	18	Meets or exceeds my	experienced firm
	18	Meets or exceeds my	Adequate experience and
	17	Meets or exceeds my	meets expectations
	15	Strongly fits desired attribute(s)	Personnel meet or exceed

Work Performance and Capacity to perform - Reviewer Scores



Reviewer	Score	Reason	Comments
	22	Strongly fits desired attribute(s)	Mostly fits my expectations
	22	Other	Demonstrated ability to perform.
	22	Meets or exceeds my	meets expectations
	20	Strongly fits desired attribute(s)	Referenced past projects fit

Overall approach and methodology to be used to accomplish the RFP requirements - Reviewer Scores

Reviewer	Score	Reason	Comments
	26	Strongly fits desired attribute(s)	Time line reasonable and within
	24	Other	Approach fits project needs.
	28	Meets or exceeds my	meets expectations
	30	High level of detail in response	Very detailed approach

Proposed Cost - Reviewer Scores

Reviewer	Score	Reason	Comments
	22	Strongly fits desired attribute(s)	Moderately priced
	22	Meets or exceeds my	Price commensurate with scope.
	23	Meets or exceeds my	meets expectations
	20	Well-supported claim(s)	2nd low bid



Overall approach	Proposed Cost
/ 30 pts	/ 25 pts
26	22
24	22
28	23
30	20
27	21.75
-	-
↓	↓
27	21.75



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EM-01-25 - Hazard Mitigation Plan Update Kimlev-Horn and Associates, Inc.

Scoring Summary

Evaluation Group 1 - Evaluation - Purchasing/Compliance
Evaluation Group 2 - Evaluation - Technical/Specifications

Reviewer	Total / 100 pts	Experience / 20 pts	Work Performance and / 25 pts
	80	18	20
	79	16	22
	76	18	20
	85	20	20
	Average:	18	20.5
	Consensus:	-	-
		↓	↓
Calculated:	80	18	20.5

Scoring Comments

Experience - Reviewer Scores

Reviewer	Score	Reason	Comments
	18	Meets or exceeds my	experienced firm
	16	Meets or exceeds my	Adequate staffing and experience
	18	Meets or exceeds my	meets expectations
	20	Strongly fits desired attribute(s)	Experience of staff meet my

Work Performance and Capacity to perform - Reviewer Scores



Reviewer	Score	Reason	Comments
	20	Strongly fits desired attribute(s)	No time line given
	22	Other	Demonstrated ability to complete
	20	Meets or exceeds my	meets expectations
	20	Well-supported claim(s)	Referenced projects indicate

Overall approach and methodology to be used to accomplish the RFP requirements - Reviewer Scores

Reviewer	Score	Reason	Comments
	25	Strongly fits desired attribute(s)	Mostly meets my expectations
	25	Meets or exceeds my	Approach in line with project
	20	Meets or exceeds my	meets expectations
	30	High level of detail in response	Approach meets my expectations

Proposed Cost - Reviewer Scores

Reviewer	Score	Reason	Comments
	17	Strongly fits desired attribute(s)	One of the highest costs
	16	Other	Approaches max LHMPP award
	18	Meets or exceeds my	meets expectations
	15	Partially supported claim(s)	2nd highest bid



Overall approach	Proposed Cost
/ 30 pts	/ 25 pts
25	17
25	16
20	18
30	15
25	16.5
-	-
↓	↓
25	16.5



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EM-01-25 - Hazard Mitigation Plan Update Chloeta

Scoring Summary

Evaluation Group 1 - Evaluation - Purchasing/Compliance
Evaluation Group 2 - Evaluation - Technical/Specifications

Reviewer	Total / 100 pts	Experience / 20 pts	Work Performance and / 25 pts
	80	18	22
	71	13	20
	75	15	20
	80	20	20
	Average:	16.5	20.5
	Consensus:	-	-
		↓	↓
Calculated:	76.5	16.5	20.5

Scoring Comments

Experience - Reviewer Scores

Reviewer	Score	Reason	Comments
	18	Meets or exceeds my	Experienced firm
	13	Other	Acceptable staff and firm
	15	Meets or exceeds my	meets expectations
	20	Well-supported claim(s)	Experience level of staff meet my

Work Performance and Capacity to perform - Reviewer Scores



Reviewer	Score	Reason	Comments
	22	Strongly fits desired attribute(s)	Mostly fits my expectations
	20	Other	Demonstrated ability to perform
	20	Meets or exceeds my	meets expectations
	20	Meets or exceeds my	Referenced projects indicate

Overall approach and methodology to be used to accomplish the RFP requirements - Reviewer Scores

Reviewer	Score	Reason	Comments
	25	Strongly fits desired attribute(s)	Mostly fits my expectations
	23	Other	Approach fits the needs of the
	20	Meets or exceeds my	meets expectations
	30	High level of detail in response	Detailed approach meets my

Proposed Cost - Reviewer Scores

Reviewer	Score	Reason	Comments
	15	Partially fits desired attributes	Highest cost
	15	Other	Approaches max award amount
	20	Meets or exceeds my	meets expectations
	10	Partially supported claim(s)	Highest bid



Overall approach	Proposed Cost
/ 30 pts	/ 25 pts
25	15
23	15
20	20
30	10
24.5	15
-	-
↓	↓
24.5	15



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EM-01-25 - Hazard Mitigation Plan Update

The Resiliency Initiative

Scoring Summary

Evaluation Group 1 - Evaluation - Purchasing/Compliance
Evaluation Group 2 - Evaluation - Technical/Specifications

Reviewer	Total / 100 pts	Experience / 20 pts	Work Performance and / 25 pts
	83	18	20
	79	13	18
	72	16	17
	70	15	20
	Average:	15.5	18.75
	Consensus:	-	-
		↓	↓
Calculated:	76	15.5	18.75

Scoring Comments

Experience - Reviewer Scores

Reviewer	Score	Reason	Comments
	18	Meets or exceeds my	experienced firm
	13	Other	Acceptable staffing and firm
	16	Meets or exceeds my	meets expectations
	15	Strongly fits desired attribute(s)	Referenced projects show

Work Performance and Capacity to perform - Reviewer Scores



Reviewer	Score	Reason	Comments
	20	Strongly fits desired attribute(s)	mostly fits my expectations
	18	Other	Capacity to perform acceptable.
	17	Meets or exceeds my	meets expectations
	20	Well-supported claim(s)	Referenced projects indicate

Overall approach and methodology to be used to accomplish the RFP requirements - Reviewer Scores

Reviewer	Score	Reason	Comments
	25	Meets or exceeds my	Mostly meets my expectations
	24	Other	Approach fits project needs
	20	Strongly fits desired attribute(s)	meets expectations
	20	Well-supported claim(s)	Approach described did not meet

Proposed Cost - Reviewer Scores

Reviewer	Score	Reason	Comments
	20	Strongly fits desired attribute(s)	Initial costs are quoted low but
	24	Other	Cost in line with project scope.
	19	Meets or exceeds my	meets expectations
	15	Partially supported claim(s)	3rd lowest bid



Overall approach	Proposed Cost
/ 30 pts	/ 25 pts
25	20
24	24
20	19
20	15
22.25	19.5
-	-
↓	↓
22.25	19.5



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REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Carl White, Parks and Recreation Director, Parks and Recreation

Meeting Date: August 5, 2025

Item type: Consent Item

Caption:

Consider approving a fifth amendment to the Santa Fe Municipal Golf Course Services Agreement with Two Pro Management that extends the term of the agreement to September 30, 2027, and authorizing the City Manager to negotiate and execute all related documents (Carl White)

Staff Recommendation:

Approve

Summary/History:

We are recommending a two-year extension to the term of the City's agreement with Two Pro Management for the operation and maintenance of the Santa Fe Golf Course.

The City was in discussions with the Santa Fe Park Commission last year about what direction we should take with Santa Fe Park. In addition, we will soon request qualifications from firms interested in developing a master plan for the river parks and Santa Fe Park. This will allow the golf course to continue while this process develops and is completed.

Funding Source(s):

Financial Impact:

* City pays Two Pro an annual fee, not to exceed \$75,000.

* up to \$10,000 each year can be applied, with City approval, to golf course water bills to assist in watering the course during times of limited rainfall.

The fee and water credit amounts are currently budgeted for FY 25. This agreement will not require additional funds, but will maintain the commitment for an additional two years.

Other Information/Recommendation:

The Santa Fe Park Commission recommended extension of the agreement for a year at their meeting on August 14, 2024.

Attachments:

Presentation:

Carl White

Approvals/Reviews:

Carl White

Brandon Dyson

Tina Dierschke

Brandon Dyson

Heather Stastny

Created/Initiated

Approved

Approved

Approved

Final Approval

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Robert Schneeman, Economic Development Coordinator, Economic Development

Meeting Date: August 5, 2025

Item type: Consent Item

Caption:

Consider ratifying a COSADC resolution approving a project in an amount not to exceed \$1,000,000 to provide Affordable Housing assistance for needed repairs to damage resulting from the July 4, 2025, flooding; for properties located within the Designated Flood Area; the project to be administered by Galilee Community Development Corporation, (Galilee) providing repairs to housing eligible under 42 U.S.C. Section 12745 as approved in Chapter 505 Texas Local Government Code for a Type B Development Corporation, and authorizing the Board President to negotiate and execute all related documents; and recommending ratification by City Council (Michael Dane)

Staff Recommendation:

Approve

Summary/History:

San Angelo residents have suffered widespread damage to residential properties as a result of the July 4th, 2025, flood incident. Many of these residences are located in lower-income areas of the City. Galilee is responding and coordinating the removal of damaged materials from homes via many volunteer organizations. Once removal is complete, rebuilding will begin. Many of the affected properties are eligible under the Affordable Housing Program, currently administered by the City of San Angelo Neighborhood and Family Services Department and operated by Galilee Community Development Corporation. Galilee is very familiar with the eligibility requirements for the Affordable Housing Program and is also heavily involved in the storm recovery effort. This makes them the logical choice to administer any relief program approved by the COSADC Board. The total financial impact on eligible properties is yet to be determined. Other organizations are or may provide funding at some level, also yet to be determined. Staff is recommending approval of this project to expedite the funding process. According to Sec. 505.160. ELECTION REQUIRED FOR PROJECT; PETITION. (a) A Type B corporation may undertake a project under this chapter unless, not later than the 60th day after the date notice of the specific project or general type of project is first published, the governing body of the authorizing municipality receives a petition from more than 10 percent of the registered voters of the municipality requesting that an election be held before the specific project or general type of project is undertaken.

Staff recommends approval of this project to establish the shortest possible timeline to make funds available should the Board desire to do so.

Staff recommends that COSADC funds be made available to address needs not covered by other available funding sources and that other funding sources be utilized first to address any identified need.

The exact details of the program will be determined and approved once the overall needs have been

assessed.
The COSADC Board unanimously approved this item at their meeting on July 23, 2025.

Funding Source(s):

Financial Impact:

\$1M from Fund Balance to a new project. Budget amendment required.

Other Information/Recommendation:

Attachments:

- 1. COSADC Final Resolution AFA Storm Support 5f COSADC Final Resolution AFA Storm Support 5f.pdf

Presentation:

Michael Dane

Approvals/Reviews:

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

A RESOLUTION OF THE CITY OF SAN ANGELO DEVELOPMENT CORPORATION BOARD OF DIRECTORS AUTHORIZING A PROJECT IN AN AMOUNT NOT TO EXCEED \$1,000,000 TO PROVIDE AFFORDABLE HOUSING ASSISTANCE FOR NEEDED REPAIRS TO DAMAGE RESULTING FROM THE JULY 4, 2025 FLOODING; FOR PROPERTIES LOCATED WITHIN THE DESIGNATED FLOOD AREA; THE PROJECT TO BE ADMINISTERED BY GALILEE COMMUNITY DEVELOPMENT CORPORATION (GALILEE), PROVIDING REPAIRS TO HOUSING ELIGIBLE UNDER 42 U.S.C. SECTION 12745 AS APPROVED IN CHAPTER 505 OF THE TEXAS LOCAL GOVERNMENT CODE FOR A TYPE B DEVELOPMENT CORPORATION, AND AUTHORIZING THE BOARD PRESIDENT TO NEGOTIATE AND EXECUTE ALL RELATED DOCUMENTS.

WHEREAS, COSADC is a non-profit Type B development corporation created by the City of San Angelo pursuant to the Texas Development Corporation Act, Chapters 501 and 505 of the Texas Local Government Code (the “Act”), and is authorized by law to expend economic development sales and use tax proceeds for authorized projects, including those projects authorized by the November 2, 2010, Special Election Ballot Proposition No. 2 (the “Ballot”); and,

WHEREAS, such Ballot approved projects includes expenditures for development and expansion of affordable housing; and,

WHEREAS, Section 505.153 of the Act likewise authorizes land, buildings, equipment, facilities, and improvements found by the board of directors to be required or suitable for the promotion of development and expansion of affordable housing, as described by 42 U.S.C. Section 12745; and,

WHEREAS, 42 U.S.C. Section 12745 outlines federal qualifications for affordable housing (the “Federal Qualifications”); and,

WHEREAS, COSADC has set aside a portion of its Economic Development Half Cent Sales Tax funds for affordable housing as prescribed by the Ballot; and,

WHEREAS, COSADC has adopted an Affordable Housing Assistance Program (the “AHAP”) through which it offers assistance authorized by the Act and Ballot; and,

WHEREAS, COSADC adopted amended Policies and Procedures for the AHAP on October 23, 2024 (the “Policy”), which outlines the types of affordable housing assistance offered and the procedures by which interested parties may participate in the program; and,

WHEREAS, COSADC entered into a Subrecipient Agreement with Galilee to offer AHAP funding to Galilee in return for Galilee’s management of the AHAP in compliance with the Policy requirements and Federal Qualifications; and,

WHEREAS, on July 4, 2025, a flooding event occurred affecting a significant amount of Affordable Housing properties in the City of San Angelo and the surrounding area; and,

WHEREAS, COSADC has determined there is a need to provide emergency funding to assist in the rehabilitation of these properties in accordance with the Act, Ballot, Federal Qualifications, and Policy; and,

WHEREAS, at least sixty (60) days prior to undertaking a project, public notice of the specific project shall be published and at least one public hearing shall be held by the Development Corporation

prior to expending funds on the Project in compliance with the requirements of the Act, Sections 505.159 and 505.160 of the Local Government Code.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF SAN ANGELO
DEVELOPMENT CORPORATION THAT:**

The City of San Angelo Development Corporation offers this Resolution finding that the foregoing recitals are true and correct and incorporating them by reference as if set forth in their entirety herein; authorizing the use of sales and use tax funds not to exceed \$1,000,000 to provide Affordable Housing Assistance for needed repairs to damage resulting from the July 4th, 2025 flooding; for properties located within the designated flood area; authorizing the Board President to negotiate and execute an amendment to the current Subrecipient Agreement with Galilee to oversee the Project and recommending that City Council ratify approval of the Project.

ADOPTED THIS 23RD DAY OF JULY, 2025

**CITY OF SAN ANGELO
DEVELOPMENT CORPORATION**

Rick Mantooth, President

Nora Nevarez, Corporate Secretary

APPROVED FOR CONTENT

APPROVED AS TO FORM

Robert Schneeman, Economic

Brandon Dyson, City Attorney

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Robert Schneeman, Economic Development Coordinator, Economic Development

Meeting Date: August 5, 2025

Item type: Consent Item

Caption:

Consider ratifying a COSADC resolution approving a project in an amount not to exceed \$1,000,000 for damage repairs needed as a result of the July 4, 2025, flooding to businesses located in the Designated Flood Area; businesses must be eligible under Section 501 and Section 505 Texas Local Government Code for a Type B Development Corporation, for the retention or creation of Primary Jobs; authorizing the Board President to negotiate and execute all related documents; and recommending ratification by City Council (Michael Dane)

Staff Recommendation:

Approve

Summary/History:

San Angelo businesses have suffered damage as a result of the July 4th, 2025 flood incident. Several businesses have already been identified as having received significant damage and others may yet to be identified. Other organizations such as the SBA may provide funding at some level in the form of grants or loans, however, it is anticipated that additional assistance may be required. It is anticipated by staff that if approved COSADC funding would be in a form similar to the BREP program requirements established by COSADC and that each business would be evaluated individually based on eligibility under Sections 501 and 505 of the Texas Local Government Code. It is also anticipated that each business would require a separate Economic Development Agreement as is the norm for the BREP program.

Staff is recommending approval of this project to expedite the funding process. According to Sec. 505.160. ELECTION REQUIRED FOR PROJECT; PETITION. (a) A Type B corporation may undertake a project under this chapter unless, not later than the 60th day after the date notice of the specific project or general type of project is first published, the governing body of the authorizing municipality receives a petition from more than 10 percent of the registered voters of the municipality requesting that an election be held before the specific project or general type of project is undertaken.

The exact details of the program will be determined and approved once the overall needs have been assessed. It is anticipated that assistance to individual businesses will be handled in a similar manner to any other Economic Development project. An economic development agreement will be required for each business and the Board will consider each project individually.

The COSADC Board unanimously approved this item at their meeting on July 23, 2025.

Funding Source(s):

Financial Impact:

\$1M from Future Projects/Fund Balance to a new project. Budget amendment required.

Other Information/Recommendation:

Attachments:

1. COSADC Final Resolution Business Storm Support COSADC Final Resolution Business Storm Support
5g 5g.pdf

Presentation:

Michael Dane

Approvals/Reviews:

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

A RESOLUTION BY THE CITY OF SAN ANGELO DEVELOPMENT CORPORATION APPROVING A PROJECT IN AN AMOUNT NOT TO EXCEED \$1,000,000 FOR DAMAGE REPAIRS NEEDED AS A RESULT OF THE JULY 4, 2025 FLOODING; FOR BUSINESSES LOCATED IN THE DESIGNATED FLOOD AREA; BUSINESSES MUST BE ELIGIBLE UNDER CHAPTERS 501 AND 505 OF THE TEXAS LOCAL GOVERNMENT CODE FOR A TYPE B DEVELOPMENT CORPORATION, FOR THE RETENTION OR CREATION OF PRIMARY JOBS; AUTHORIZING THE BOARD PRESIDENT TO NEGOTIATE AND EXECUTE ALL RELATED DOCUMENTS; AND RECOMMENDING RATIFICATION BY CITY COUNCIL.

WHEREAS, COSADC is a non-profit Type B development corporation created by the City of San Angelo pursuant to the Texas Development Corporation Act, Chapters 501 and 505 of the Texas Local Government Code (the “Act”), and is authorized by law to expend economic development sales and use tax proceeds for authorized projects, including those projects authorized by the November 2, 2010, Special Election Ballot Proposition No. 2 (the “Ballot”); and,

WHEREAS, on July 4, 2025, a flooding event occurred affecting a significant number of business properties in the City of San Angelo and the surrounding area; and,

WHEREAS, COSADC has determined there is a need to provide emergency funding to assist in the rehabilitation of these properties to facilitate the retention and creation of Primary Jobs as authorized by the Act, and

WHEREAS, the Board of Directors of COSADC has deemed the rehabilitation of these businesses to be an authorized project as defined in Chapters 501 and 505 of the Act (the “Project”); and,

WHEREAS, the Board of Directors of COSADC has determined that the Project and provision of Project funding are in compliance with the requirements and purposes of the Act, COSADC the Articles of Incorporation, approved by City Council; and, that the Project serves the public purposes set forth in the Act; and,

WHEREAS, at least sixty (60) days prior to undertaking a project, public notice of the specific project shall be published and at least one public hearing shall be held by the Development Corporation prior to expending funds on the Project in compliance with the requirements of the Act, Sections 505.159 and 505.160 of the Local Government Code.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF SAN ANGELO DEVELOPMENT CORPORATION THAT:

The City of San Angelo Development Corporation offers this Resolution finding that the foregoing recitals are true and correct and incorporating them by reference as if set forth in their entirety herein; authorizing the use of sales and use tax funds not to exceed \$1,000,000 to provide Storm Recovery Assistance for needed repairs to damage resulting from the July 4th, 2025 flooding, for businesses eligible under Chapters 501 & 505 of the Texas Local Government Code; authorizing the Board President to negotiate and execute all related documents and recommending that City Council ratify approval of the Project.

ADOPTED THIS 23RD DAY OF JULY, 2025

**CITY OF SAN ANGELO
DEVELOPMENT CORPORATION**

Nora Nevarez, Corporate Secretary

Rick Mantooth, President

APPROVED FOR CONTENT

Robert Schneeman, Economic

APPROVED AS TO FORM

Brandon Dyson, City Attorney

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Robert Schneeman, Economic Development Coordinator, Economic Development

Meeting Date: August 5, 2025

Item type: Consent Item

Caption:

Consider ratifying COSADC approval of the first addendum to the Housing Study contract by and between the City of San Angelo Development Corporation and Inter/Direct U.S.A., Ltd, d/b/a Community Development Strategies (CDS) for professional services to prepare an update to the 2019 San Angelo Rental Housing Study award on September 25, 2024, in the amount not to exceed \$7,250, the amendment to include impact analysis of the recent July 4th flood disaster on affordable housing and in-person presentation of the final report, authorizing the Board President to negotiate and execute all related documents; and recommending ratification by City Council (Michael Dane)

Staff Recommendation:

Approve

Summary/History:

The addendum is required to provide funding for additional travel required to make an in-person presentation to the COSADC Board regarding the current study and to provide funds for an addendum to the study to evaluate the impact of the July 4th Flood incident on the existing and future housing situation. The COSADC Board unanimously approved this item at their meeting on July 23, 2025.

Funding Source(s):

Financial Impact:

\$7,250 to be added to current project budget.

Other Information/Recommendation:

Attachments:

Presentation:

Michael Dane

Approvals/Reviews:

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

Created/Initiated
Approved
Approved
Approved
Approved
Approved
Final Approval

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Michael Muncey, Internal Auditor, City Manager's Office

Meeting Date: August 5, 2025

Item type: Consent Item

Caption:

Consider ratifying amendments to the Audit Committee Charter (Michael Muncey)

Staff Recommendation:

Approve

Summary/History:

At the June 17, 2025, City Council Meeting, the Audit Committee Charter was discussed to add additional City Council members to the Audit Committee. The Audit Committee met on July 18, 2025, to review and approve the recommended changes to the Audit Committee Charter. The Audit Committee recommends approval by the City Council.

Key Changes to the Audit Committee Charter include:

- Expanding the Audit Committee from five (5) voting members to five (5) to seven (7) voting members. Currently, only one City Council member is on the Committee. This change will allow at least one (1) and up to three (3) City Council members to join the Audit Committee.
- The Committee shall meet at least three (3) times a year, instead of quarterly. Additional meetings may be scheduled as required.

Funding Source(s):

Financial Impact:

No fiscal impact.

Other Information/Recommendation:

Attachments:

1. City of San Angelo Audit Committee Charter City of San Angelo Audit Committee Charter.pdf

Presentation:

Michael Muncey

Approvals/Reviews:

Michael Muncey
Tina Dierschke
Brandon Dyson
Heather Stastny

Created/Initiated
Approved
Approved
Final Approval

City of San Angelo Audit Committee Charter

1. Purpose

The City of San Angelo Audit Committee (“Committee”) assists the City Council in overseeing the integrity of financial reporting, internal controls, risk management, internal and external audit functions, and performance of auditors.

2. Organization

The Committee shall be comprised of five (5) to seven (7) voting members. Membership shall include:

- a) City Manager or his/her designee;
- b) Finance Director or his/her designee;
- c) At least one (1), and up to three (3) City Council Members;
- d) Two (2) Citizens with financial or audit expertise

The City Council shall appoint all members except the City Manager and Finance Director, who serve as voting members by virtue of their position. Upon the discovery of citizens possessing the combination of preferred expertise and willingness to serve, a nomination will be brought to the City Council for consideration.

The Committee shall meet at least three (3) times a year in order to complete its responsibilities. Additional meetings may be scheduled as required. The schedule of meetings should ensure that sufficient opportunities exist for its members to meet with external auditors, the City’s Internal Auditor, managers, and directors as necessary.

3. Duties & Responsibilities

- a) The Committee shall be responsible for the appointment, evaluation, and retention of the external auditors. The external auditors shall report directly to the Committee.
- b) Annually, the Committee shall be responsible for the review of the performance of the City’s external auditors. In doing so, the Committee shall consult with management and the City’s Internal Auditor and shall obtain and review a report by the external auditors describing their internal control procedures, material issues raised by their most recent internal quality control review, and their response on internal controls and any material issues.
- c) The Committee shall assist staff in the development and implementation of internal audit plans and objectives.

4. Evaluations

This charter shall be reviewed and assessed periodically by the Committee and any proposed changes shall be submitted to the City Council for approval.

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Aaron Vannoy, Director, Planning and Development Services

Meeting Date: August 5, 2025

Item type: Consent Item

Caption:

Consider a resolution waiving the imposition and collection of certain building permit fees to repair structures within the designated disaster area due to damages caused by the July 4th flood event (Aaron Vannoy)

Staff Recommendation:

Adopt

Summary/History:

This request is to waive the fees for properties affected by the July 4th flood event. This would apply to commercial properties and residential properties in which there was enough damage to trigger a required permit under the adopted International Building Codes, International Residential Codes, as well as mechanical, electrical and plumbing codes.

While this will have a financial impact on permit fees collected, many properties may not require an actual permit due to no structural damage.

The estimated loss from permit fees would be approximately \$20,000. These fees are calculated to cover the costs of plan review and field inspections.

Funding Source(s):

Financial Impact:

Other Information/Recommendation:

Attachments:

- | | |
|--|--|
| 1. Resolution Waiving Building Permit Fees | Resolution Waiving Building Permit Fees.docx |
| 2. Exhibit A 8X11 Map - Updated | Exhibit A 8X11 Map - Updated.pdf |

Presentation:

Aaron Vannoy

Approvals/Reviews:

Aaron Vannoy

Brandon Dyson

Heather Stastny

Created/Initiated

Approved

Final Approval

A RESOLUTION BY THE CITY OF SAN ANGELO CITY COUNCIL WAIVING THE IMPOSITION AND COLLECTION OF CERTAIN BUILDING PERMIT FEES; AND SETTING A TIME PERIOD FOR SUCH FEE WAIVER TO EXPIRE

WHEREAS, on July 4, 2025, the City of San Angelo, Texas, experienced severe storms and flooding that caused substantial property damage, physical injuries and loss of life (the “Storm”);

WHEREAS, in response to the devastation caused by the Storm the Mayor declared a state of local disaster on July 4, 2025; and

WHEREAS, on July 10, 2025, the City Council continued the Mayor’s declaration of state of local disaster for a period of 90 days; and

WHEREAS, on July 21, 2025, the Mayor ordered the temporary suspension of the collection of certain building permit fees to aid Storm recovery; and

WHEREAS, the City Council finds, determines, and declares that numerous City residents and businesses suffered property damage as a result of the Storm; and

WHEREAS, the City Council finds, determines, and declares that because many of the damaged properties were not within the regulatory floodplain, and were not covered by flood insurance, the costs of repairing damaged property will fall solely on the property owners unless assisted by FEMA; and

WHEREAS, after due diligence and deliberation, the City Council has determined that as part of its continued efforts in Storm recovery, that it is within the public interest to waive the imposition and collection of certain building permit fees that would normally be assessed for repairs or construction occurring within the disaster area; and,

WHEREAS, City Council likewise finds, determines, and declares that the waiver of certain building permit fees is beneficial to public health, safety, and welfare of the City.

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

SECTION 1. That the findings and recitations set out in the preamble to this Resolution are found to be true and correct and they are hereby adopted by the City Council and made a part hereof for all purposes.

SECTION 2. The City Council of the City of San Angelo, Texas, hereby waives the imposition and the collection of the following “Building and Construction Related Fees” (collectively “Fees”) as set out in the City of San Angelo Schedule of Fees and Charges approved by City Council:

- a. Fees described in section titled “Building permit fees”, subsections (a), (b), (c), and (e).
- b. Fees described in the section titled “Demolition fees”, subsections (1-3).
- c. Fees described in the section titled “Miscellaneous permit fees”, subsection (b).
- d. Fees described in the section titled “Building permit fee – electrical.”
- e. Fees described in the section titled “Building permit fee – plumbing and fuel/gas.”
- f. Fees described in the section titled “Building permit fee – mechanical.”

SECTION 3. City departments responsible for the imposition and collection of the Fees are ordered to waive the Fees associated with either (i) the repair of existing construction damaged by the Storm, or (ii) new construction, replacing existing construction damaged by the Storm.

SECTION 4. Only those properties falling within the boundary of the map attached hereto as **Exhibit “A”** shall be eligible for Fee waiver. All requests for Fee waiver outside of this boundary will be evaluated on a case-by-case basis at the discretion of the City Manager.

SECTION 5. This Resolution authorizing Fee waiver supersedes and replaces the *Mayor’s Order Suspending the Collection of Fees* on July 21, 2025. Fees previously suspended pursuant to the Mayor’s Order are hereby waived in accordance with this Resolution.

SECTION 6. All applicable planning, permitting, review and inspection processes imposed by law, City ordinance, regulation, or policy shall continue to be required, and nothing herein shall be construed as suspending or waiving the same. Likewise, nothing in this Order waives or suspends the imposition of fines or penalties associated with violations of the same.

SECTION 7. The Fee waiver provided for in this Resolution shall continue for a period of one hundred eighty (180) days past the date of this Resolution unless earlier terminated or extended by further action of City Council.

PASSED and APPROVED THIS 5th DAY OF AUGUST, 2025.

CITY OF SAN ANGELO, TEXAS

ATTEST:

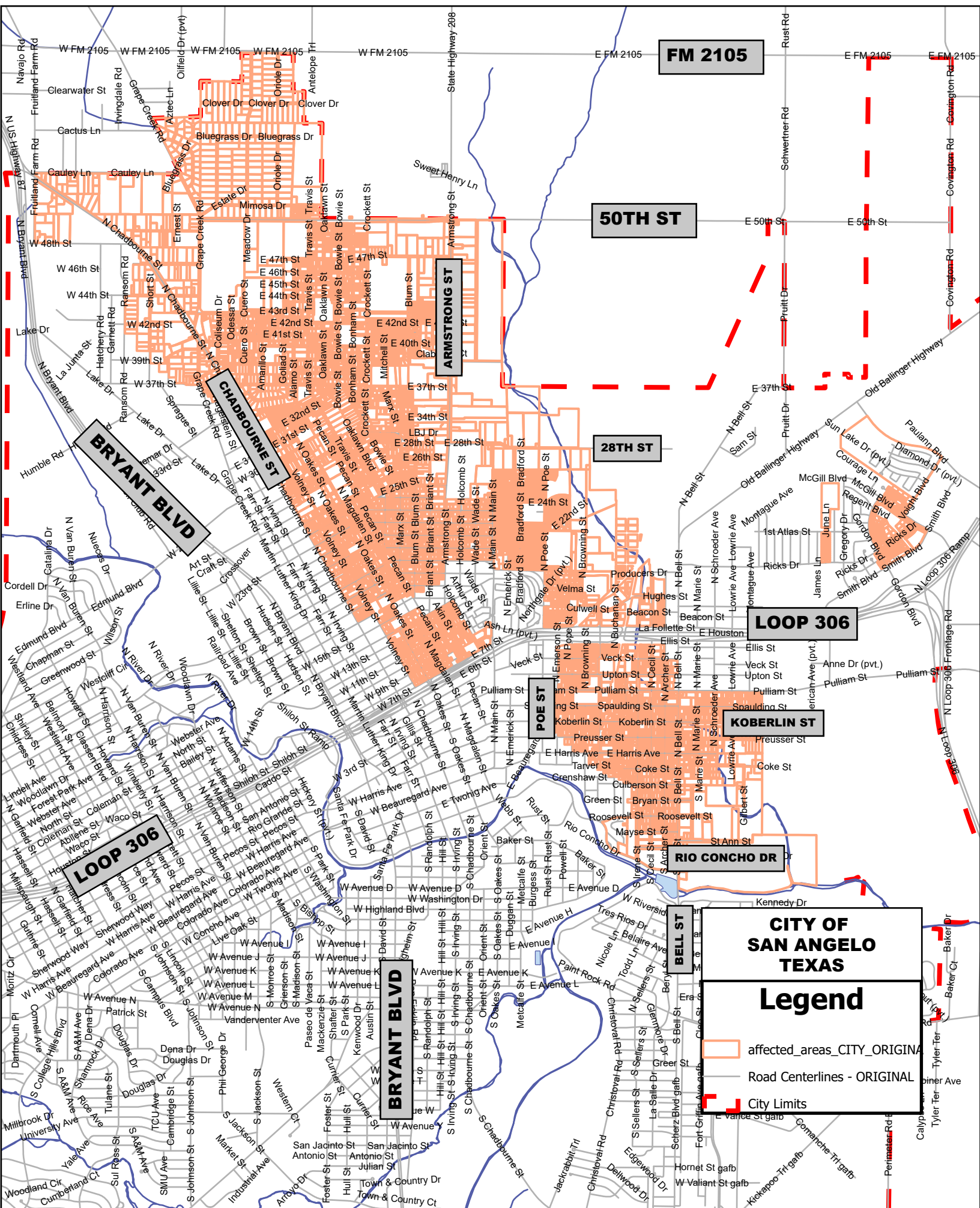
Tom Thompson, Mayor

Heather Stastny, City Clerk

APPROVED AS TO FORM:

Brandon Dyson, City Attorney

N



REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



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

Meeting Date: August 5, 2025

Item type: Consent Item

Caption:

Consider a resolution authorizing the Animal Services division to accept a donation of \$3,244.02 from Murdoch's Ranch & Home Supply (Angela Bloss)

Staff Recommendation:

Approve

Summary/History:

The Animal Services division respectfully requests approval to accept a donation of \$3,244.02 from Murdoch's Farm & Ranch Supply, which received donations from customers for this purpose.

Acceptance of this donation will enhance the ability to serve citizens without negatively impacting the City's budget.

Funding Source(s):

Financial Impact:

\$3,244.02 in donated funds revenue.

Other Information/Recommendation:

Staff recommends approval.

Attachments:

- | | | |
|----|-------------------------------|------------------------------------|
| 1. | Resolution accepting donation | Resolution accepting donation.docx |
|----|-------------------------------|------------------------------------|

Presentation:

Angela Bloss

Approvals/Reviews:

Morgan Chegwidden
Brandon Dyson

Created/Initiated
Approved

Jeffrey Tomlinson
Tina Dierschke
Brandon Dyson
Heather Stastny

Approved
Approved
Approved
Final Approval

**A RESOLUTION BY THE CITY OF SAN ANGELO CITY COUNCIL
ACCEPTING THE DONATION OF \$3,244.02 TO THE SAN ANGELO ANIMAL
SERVICES DIVISION**

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, Murdoch's Home & Ranch Supply has offered the City of San Angelo Animal Services Division \$3,244.02 for program use; and

WHEREAS, the San Angelo Animal Services division has use for the \$3,244.02 to further the mission and purpose of the program.

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

Part 1: That the City of San Angelo hereby accepts a donation of \$3,244.02 from Murdoch's Home & Ranch Supply.

Part 2: That the \$3,244.02 shall be used in the San Angelo Animal Services Division for program purposes.

PASSED and APPROVED THIS 5th Day of August, 2025.

CITY OF SAN ANGELO, TEXAS

ATTEST:

Tom Thompson, Mayor

Heather Stastny, City Clerk

APPROVED AS TO FORM

Brandon Dyson, City Attorney

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Major Hofheins, Director MPO, Metropolitan Planning Organization

Meeting Date: August 5, 2025

Item type: Consent Item

Caption:

Consider resolutions in support of:

1. A Future Interstate Highway Formula Program
2. A Future Interstate Feasibility Study for the Heartland Expressway, Theodore Roosevelt Express and a portion of Ports-to-Plains High Priority Corridors
3. Future Interstate Designation for the Heartland Expressway, Theodore Roosevelt Expressway and a Portion of Ports-to-Plains High Priority Corridors and Numbering Future Interstate Segments (Major Hofheins)

Staff Recommendation:

Adopt

Summary/History:

These resolutions are requested by the Ports-to-Plains Alliance and are being shared among cities, counties, chambers of commerce, economic development organizations, and other stakeholders to help build nationwide support.

Multi-State Future Interstate Highway Formula Program

What it is: A proposed federal formula funding program that would provide dedicated, long-term financial support for the development of congressionally designated Future Interstate Highways.

Key Features:

- Distributes funds to state DOTs based on the number of unconstructed, multi-state designated Future Interstate miles.
- Excludes funds from the state's Highway Trust Fund Rate of Return calculation.
- Allows states to set annual development priorities.
- Guarantees federal commitment to completing authorized Future Interstates.

Why It Matters:

- There is currently no specific federal funding source for the development of these Future Interstates.
- This program would enable coordinated investment across state lines and ensure continuity in planning and construction.
- Can only be included during the federal Transportation Reauthorization process, which occurs every five years.

- A resolution in support of this proposal will help ensure the development of a stable, equitable funding mechanism for the completion of the Ports-to-Plains Corridor and other related interstate routes.

Future Interstate Feasibility Study

What it is: A proposal to conduct a multi-state feasibility study covering the remaining segments of the Ports-to-Plains Corridor, Heartland Expressway, and Theodore Roosevelt Expressway.

Why It Matters:

- Generates essential data to support federal and state decision-making.
- Addresses the remaining gaps and enables full corridor evaluation beyond just Texas and New Mexico.
- Supports the designation of these segments as Future Interstates with route numbering.
- Prevents fragmented studies that may result in inconsistent or incomplete planning.

- A resolution in support of this study will ensure unified and coordinated evaluation across all states involved, leading to information decisions and unlocking designation opportunities.

Future Interstate Designation and Route Numbering

What it is: A legislative proposal to formally designate remaining corridor segments as Future Interstates and assign the I-27 route number across the entire multi-state corridor.

Why It Matters:

- Advances the corridor through two key federal processes: designation and numbering.
- Allows states beyond Texas and New Mexico (including Colorado, Nebraska, Wyoming, South Dakota, North Dakota, and Montana) to progress uniformly.
- Designation is necessary for eligibility under the proposed Future Interstate Highway Formula Program.
- Encourages economic growth through increased investment along the corridor by logistics, travel, and distribution industries.
- Strengthens North American trade routes and benefits rural communities with enhanced connectivity.

- This resolution will demonstrate regional support of the designation and numbering and move the full corridor toward formal Interstate status.

Funding Source(s):

Financial Impact:

Other Information/Recommendation:

The adoption of these three resolutions demonstrates the City's commitment to advancing critical transportation infrastructure that supports economic growth, trade, and regional connectivity. These proposals align with long-term strategic goals to improve mobility and create opportunities for our community and neighboring regions.

Attachments:

1A_Resolution_Supporting_INTERSTATE_HIGHWAY_FA_Resolution_Supporting_INTERSTATE_HIGHWAY_FO	
. ORMULA_PROGRAM	RMULA_PROGRAM.pdf
2A_Resolution_Supporting_	A_Resolution_Supporting_
. an_Interstate_Feasibility_Study	an_Interstate_Feasibility_Study.pdf
3A_Resolution_Supporting_Future Interstate	A_Resolution_Supporting_Future Interstate
. Designation	Designation.pdf
4Agenda Map	Agenda Map.jpg
.	

Presentation:

Major Hofheins

Approvals/Reviews:

Major Hofheins	Created/Initiated
Tina Dierschke	Approved
Brandon Dyson	Approved
Heather Stastny	Approved
Heather Stastny	Final Approval

A RESOLUTION SUPPORTING THE FUTURE INTERSTATE HIGHWAY FORMULA PROGRAM

WHEREAS, the United States economy must have the world's pre-eminent surface transportation system; and

WHEREAS, the Future Interstate Highway Formula Funding Program will establish a predictable and stable level of federal funding to support development of congressionally authorized Future Interstates and will address the need to focus federal transportation funding on projects that provide national benefit; and

WHEREAS, the Formula Funding Program will provide needed investment in the next generation of the Interstate Highway System to keep pace with growing population and efficient freight movement demands; and

WHEREAS, the purpose of the Interstate Highway System is to provide a safe, efficient, and high-capacity roadway network for the movement of people and goods; and

WHEREAS, highways meeting interstate standards substantially enhance safety for the traveling public while also addressing emergency evacuation needs; and

WHEREAS, the purpose of Future Interstate Highways is to expand and enhance the national transportation network by identifying and developing key corridors that will eventually meet full Interstate Highway standards, with the goal of supporting 1) National Connectivity; 2) Freight and Economic Development; (3) Cross-Border Trade and International Commerce; 4) National Defense; 5) Emergency Evacuation; and 6) Transportation Modernization; and

WHEREAS, there is currently no dedicated federal funding to plan and construct Future Interstate Highways; and

WHEREAS, international trade has grown from \$39 billion in 1956 to \$5.8 trillion in 2023, an increase of 14,700 percent in 67 years, an average annual growth of 219.4 percent; and

WHEREAS, entry into NAFTA (1994) and now USMCA (2020) strengthened trade with Mexico and Canada and as a result land ports of entry became critical -- especially for energy, agriculture, and auto parts trade across North American corridors; and

WHEREAS, initially trade across the United States moved primarily east-west and the original Interstate Highway System was built to serve the east-west movement; and

WHEREAS, today the United States, Canada, and Mexico are each other's largest trade partners for oil, energy, automobiles, electronics, and agricultural goods—and it is common for materials to be procured from one country, produced into goods in a second, and then marketed and sold in a third; and

WHEREAS, the nation's shift from manufacturing-based economy to services and technology; a significant rise in consumer spending, e-commerce, and just-in-time logistics. This growth in freight further highlights that highways are critical for supply chains; and

WHEREAS, despite the authorization of a 40,000-mile Interstate Highway System by Congress in 1944 and the initial designation of 37,700 miles in 1947, the total constructed mileage has significantly fallen short of long-term national mobility demands; and

WHEREAS, by 1960, over 10,000 miles were completed, followed by rapid expansion to 20,000 miles by the mid-1960s, 30,000 miles by 1970, and 40,000 miles by 1980, with 92% of the system completed by 1986; and

WHEREAS, incremental additions brought the system to approximately 42,700 miles in the 1990s, 46,747 miles by the early 2000s, and over 48,000 miles in the 2020s; and

WHEREAS, the modest mileage growth of interstate highways over the past four decades reflects the need for renewed federal commitment to expanding and modernizing the Interstate System to meet 21st-century transportation, economic, and security challenges.

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

Section 1. That the City of San Angelo supports the proposal to include the Future Interstate Highway Formula Program in the next federal surface transportation authorization bill whereby federal taxpayers' funds are used for the national interest, ensuring a strong Federal role in surface transportation. Interstate Highways were developed as a national interest and Future Interstate Highways should be the same.

Section 2. This resolution to be in full force and effect from and after its passage and approval.

Section 3. If any portion or provision of this resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such portion or provision shall not affect any of the remaining provisions of this Resolution, the intention being that the same are severable.

ADOPTED AND APPROVED this _____ day of _____, 2025.

Tom Thompson
Mayor, City of San Angelo

A RESOLUTION SUPPORTING THE FUTURE INTERSTATE FEASIBILITY STUDY FOR HEARTLAND EXPRESSWAY, THEODORE ROOSEVELT EXPRESS, AND A PORTION OF PORTS-TO-PLAINS HIGH PRIORITY CORRIDORS.

WHEREAS, Congress designated the Ports-to-Plains Corridor in Texas and New Mexico as Future Interstate 27; and

WHEREAS, the Texas Department of Transportation published the Ports-to-Plains Corridor Interstate Feasibility Study Advisory Committee Report on October 15, 2019; and

WHEREAS, current Feasibility Study trends address greater potential including metrics improving connectivity, safety, and mobility; improving travel time and reduce travel time cost; improving freight movement; increasing access to markets for energy and agricultural products; alleviating congestion and improving reliability; facilitating the flow of goods and international trade; creating jobs and economic opportunities; and increasing and expanding the local tax base and state sales tax revenues, than historically used metrics; and

WHEREAS, the Ports-to-Plains Corridor Interstate Feasibility Study Advisory Committee Report data showed Corridor annual travel cost savings of \$4.1 billion, annual increase in GDP of \$2.2 billion, and increase in employment of 17,710 for the agriculture, energy, and warehousing industries; and

WHEREAS, the Ports-to-Plains Corridor Interstate Feasibility Study Advisory Committee Report data showed a Return on Investment of 76% or \$17.8 billion; and Benefit Cost Ratio / Net Present Value of 2.4 or \$39.2 billion; and

WHEREAS, the Ports-to-Plains Corridor Interstate Feasibility Study Advisory Committee Report data showed that development of a Future Interstate Highway in Texas would improve safety and reduce crash rates, leading to approximately 8 percent fewer fatal collisions, 7 percent fewer injury collisions, and 11 percent fewer property damage crashes throughout the corridor each year. These safety improvements result in \$457 million in annual safety benefits according to the TxDOT estimates in addition to saving lives; and

WHEREAS, the Ports-to-Plains Corridor Interstate Feasibility Study Advisory Committee Report results helped the State of Texas and the Texas Department of Transportation to support Future Interstate Designation in Texas; and

WHEREAS, North-South Interstates are a significant distance from the Theodore Roosevelt Expressway: to the west it is 670 miles between U.S. 85 and Interstate 15 and to the east it is over 480 miles between U.S. 85 and Interstate 29; and

WHEREAS, the Heartland Expressway is 648 miles between NE 71 and Interstate 29; and

WHEREAS, the Ports-to-Plains Corridor is 775 miles between U.S 287 and Interstates 29 and 35; and

WHEREAS, the proposed Future Interstate Highway Corridor shared major industries that are reliant on agriculture, energy, tourism and trade.

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

Section 1. That the City of San Angelo supports efforts to complete a Future Interstate Feasibility Study in Oklahoma, Colorado, Nebraska, Wyoming, South Dakota, North Dakota, and Montana.

Section 2. This resolution to be in full force and effect from and after its passage and approval.

Section 3. If any portion or provision of this resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such portion or provision shall not affect any of the remaining provisions of this Resolution, the intention being that the same are severable.

ADOPTED AND APPROVED this _____ day of _____, 2025.

Tom Thompson
Mayor, City of San Angelo

A RESOLUTION SUPPORTING FUTURE INTERSTATE DESIGNATION FOR HEARTLAND EXPRESSWAY, THEODORE ROOSEVELT EXPRESSWAY, AND A PORTION OF PORTS-TO-PLAINS HIGH PRIORITY CORRIDORS AND NUMBERING FUTURE INTERSTATE SEGMENTS

WHEREAS, Congress has already designated the Heartland Expressway (14) in Colorado, Nebraska, Wyoming and South Dakota; Ports-to-Plains Corridor (38) in Oklahoma and Colorado; and the Theodore Roosevelt Expressway (56) in South Dakota, North Dakota, and Montana as a High Priority Corridors on the National Highway System; and

WHEREAS, with Texas and New Mexico already designated as Future Interstate 27, this designation would move forward that effort to create a complete north-south corridor serving agriculture production, energy production, tourism, and international trade needs of not only the region, but also the nation; and

WHEREAS, High Priority Corridors on the National Highway System were established in 1991 under Section 1105 of the Intermodal Surface Transportation Efficiency Act of 1991 (ISTEA) and amended several times since including the National Highway System Designation Act of 1995 which reaffirmed and refined the corridors, formally integrating them into the National Highway System and emphasized intermodal connections, national defense, and access to ports and border crossings; and the Infrastructure Investment and Jobs Act (IIJA), 2021, which amended several High Priority Corridors, reaffirming their importance in multimodal freight and economic corridors and encouraged use of these corridors in the development of rural infrastructure, Resilience Improvement Plans, and INFRA and RAISE grant funding; and

WHEREAS, in FHWA Freight and NHS Policy Guidance cited in federal freight strategies for enhancing freight reliability, trade competitiveness, and infrastructure resilience; and

WHEREAS, the purpose of the Interstate Highway System, formally known as the Dwight D. Eisenhower National System of Interstate and Defense Highways, is to provide a safe, efficient, and high-capacity roadway network for the movement of people and goods across the United States. It serves multiple national interests; and

WHEREAS, the purpose of Future Interstate Highways is to expand and enhance the national transportation network by identifying and developing key corridors that will eventually meet full Interstate Highway standards, with the goal of supporting: 1) National Connectivity; 2) Freight and Economic Development; 3) Cross-Border Trade and International Commerce; 4) National Defense and Emergency Preparedness; and 5) Transportation Modernization; and

WHEREAS, Future Interstate Highways were created to extend the reach of the existing Interstate System to underserved regions, especially rural and economically isolated areas; create seamless links between major cities, ports, borders, and freight hubs; improve the movement of goods and services, particularly in corridors critical to agriculture, energy, and manufacturing; support economic growth by reducing travel time, transportation costs, and congestion; facilitate efficient trade between the U.S., Mexico, and Canada by connecting ports of entry with inland freight routes; and support the Strategic Highway Network (STRAHNET), ensuring that military and emergency vehicles can travel efficiently across the country; and

WHEREAS, the current Interstate Highway System in the western United States only includes three Interstate Highways (I-29, I-15 and I-5) that extend from Canada to Mexico covering over 1,150 miles of international border; and

WHEREAS, the Ports-to-Plains Corridor in Texas and New Mexico are already designated as Future Interstate 27; and

WHEREAS, this designation and route numbering would meet the Federal requirement that Future Interstate which must to connect at an existing Interstate Highway. The Proposed Designation would connect to I-70 in Colorado; I-76 in Colorado; I-80 in Nebraska, I-25 in Wyoming, I-90 in South Dakota and I-94 in North Dakota; and

WHEREAS, this designation would create a Future Interstate Highway across three High Priority Corridors on the NHS which would serve \$9.5 billion of Crop Production and \$24.8 billion of Livestock Production; and

WHEREAS, this designation would connect four of the top five oil producing states in the United States; and

WHEREAS, this designation would create a Future Interstate Highway across three High Priority Corridors on the NHS which would serve \$50.7 billion of exports to Canada and \$141.7 billion of exports to Mexico annually from the nine-state corridor; and

WHEREAS, this designation would create a Future Interstate Highway across three High Priority Corridors on the NHS which would serve \$191.3 billion of tourism impact annually across the nine-state corridor; and

WHEREAS, a future Interstate designation will be a significant new economic development tool for communities along the corridor. Site selectors for manufacturers, warehousing and distribution recommend sites along an interstate highway and travel services businesses such as hotels, truck stops, convenience stores and restaurants, which can have a dramatic impact on small communities will also expand. This will create much needed new jobs and expanded tax base across this North America Corridor; and

WHEREAS, while designation as a future interstate is the first step in a very long process before the completion of an interstate highway, that does not lessen the importance of the designation.

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

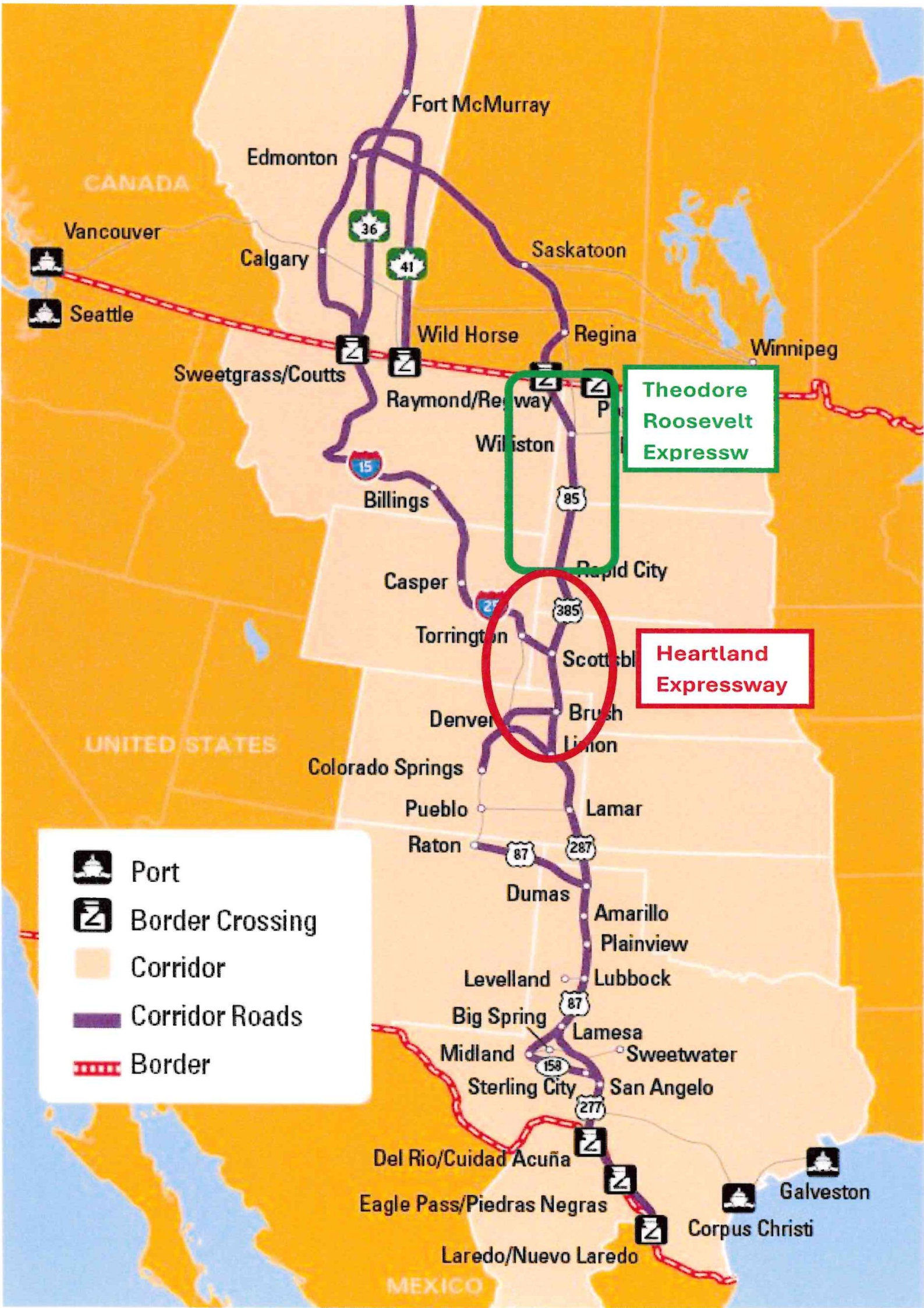
Section 1. That the City of San Angelo supports the designation and route numbering of the Future Interstate by Congress and urges the Departments of Transportation to support such designation and numbering for Heartland Expressway, Theodore Roosevelt Expressway, and a portion of Ports-to-Plains High Priority Corridors.

Section 2. This resolution to be in full force and effect from and after its passage and approval.

Section 3. If any portion or provision of this resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such portion or provision shall not affect any of the remaining provisions of this Resolution, the intention being that the same are severable.

ADOPTED AND APPROVED this _____ day of _____, 2025.

Tom Thompson
Mayor, City of San Angelo



REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



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

Meeting Date: August 5, 2025

Item type: Consent Item

Caption:

Consider approving Sourcewell Contract #010925-FECON for the purchase of one mulching attachment from Vermeer Texas-Louisiana, in the amount of \$63,888, utilizing stormwater fund balance, and authorizing the City Manager to negotiate and execute all related documents (Presentation made by Senior Fleet Manager Ryan Kramer)

Staff Recommendation:

Approve

Summary/History:

Council approval is requested for the purchase of a mulching attachment to be fitted onto an excavator in the Stormwater Division. This equipment will be used by staff for debris cleanup in public right-of-ways and easements, and clearing of drainage and similar areas of woody plants and trees.

The requested purchase will be made from Vermeer Texas-Louisiana (Midland, TX), utilizing the Sourcewell cooperative purchasing contract.

Funding Source(s):

Fund:	Account:	Project Number:	Amount Budgeted:
Stormwater Fund Balance			\$63,888

Financial Impact:

Staff recommends approval of the purchase of one mulching attachment from Vermeer Texas-Louisiana (Midland, TX), for \$63,888.00, utilizing Stormwater Fund Balance. Please see the attached BA memo for more details.

Other Information/Recommendation:

Staff recommends approval of Sourcewell Contract #010925-FECON for the purchase of one mulching attachment from Vermeer Texas-Louisiana (Midland, TX).

Attachments:

- | | | |
|----|--------------------------------|------------------------------------|
| 1. | Q00994 BH80 | Q00994 BH80.pdf |
| 2. | BA Memo - Stormwater Equipment | BA Memo - Stormwater Equipment.pdf |

Presentation:

Ryan Kramer

Approvals/Reviews:

Ryan Kramer

Patrick Frerich

Shane Kelton

Brandon Dyson

Jeffrey Tomlinson

Tina Dierschke

Brandon Dyson

Heather Stastny

Created/Initiated

Approved

Approved

Approved

Approved

Approved

Approved

Final Approval



Vermeer Texas-Louisiana
6117 East Interstate 20
Midland, TX 79706
Ph: (432) 685-9276
vermeertexas.com

Please remit to:
Vermeer Texas-Louisiana
PO Box 227283
Dallas, TX 75222-7283

Ship To: IN STORE PICKUP

Invoice To: CITY OF SAN ANGELO
VEHICLE MAINTENANCE
1727 ST ANN ST
SAN ANGELO TX 76905

Branch 16 - MIDLAND		
Date 07/16/2025	Time 10:46:37 (O)	Page 1
Account No SANAN018	Phone No 3256574219	Est No 01 Q00994
Ship Via		Purchase Order QUOTE
Tax ID No		
REED HAMPTON		Salesperson 252 / 252

EQUIPMENT QUOTE - NOT AN INVOICE

Description ** Q U O T E ** EXPIRY DATE: 08/15/2025 Amount

New FECON BH80EXC 63888.00
Fecon standard 2 year warranty
mounting to 2015 Hyundai R220LC-9A
Tuning to machine and training.

Authorization: _____ Subtotal: 63888.00
Source Well #010925-FECON Quote Total: 63888.00

List Price \$72,600
Currently Factory lead time of 4-5 Weeks.



Memo

To: Tina Dierschke, Finance Director
From: Ryan Kramer, Senior Fleet Manager
Date: 08/05/2025
Re: Budget Amendment Request

Purpose of Budget Amendment Request:

Purchase of one mulching attachment from Vermeer Texas-Louisiana (Midland, TX) utilizing the Sourcewell cooperative purchasing contract.

Source of Funding:

Stormwater Fund Balance

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

No

Project/Budget to be amended	Revenue	Expense
Stormwater Fund		63,888

Additional Comments:

Council approval is requested for the purchase of mulching attachment to be fitted onto an Excavator in the Stormwater Division. This equipment will be used by staff for debris cleanup in public right of ways and easements, and in clearing of drainage and similar areas of woody plant and trees.

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



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

Meeting Date: August 5, 2025

Item type: Regular Item

Caption:

Public hearing to consider the 2025-2029 five-year Consolidated Plan for the use of CDBG and HOME grant funds and authorizing the City Manager to execute all related documents and certifications (Presentation made by Neighborhood and Family Services Interim Director Morgan Chegvidden)

Staff Recommendation:

Approve

Summary/History:

The 2025-2029 Consolidated Plan (ConPlan) is a document required of all entitlement cities receiving Community Development Block Grant (CDBG) and HOME Investment Partnerships (HOME) funds from the U.S. Department of Housing and Urban Development (HUD).

The ConPlan is the City's strategic plan for the next five years, which is supported by Annual Action Plans that will execute the strategic plan over the course of the next five years. The ConPlan provides a road map on the future allocations of CDBG and HOME funding and includes a summary of community needs, provides a housing market analysis, sets priorities, goals, and objectives as related to housing and community needs, and identifies barriers and impediments to fair housing.

Staff developed the plan with citizen participation as required by HUD regulations. The City followed its Citizen Participation Plan, publishing public notices and holding public meetings for input from its residents. To acquire needs assessment information and perspectives, several service providers, non-profit agencies' staff members, church representatives, Public Housing Authority staff, and other city leadership.

Based upon the information received and reviewed from the community needs survey, consultation from various groups, citizen comments, Census and American Community Survey Estimates and the requirement that the City certify that the projected use of funds be developed to give maximum feasible priority to activities which will carry out the national objectives of the Housing and Community Development Act of 1974, the City has developed the strategies identified in this plan to address identified priorities.

The City will continue to fund high-priority housing programs to include housing rehabilitation, emergency housing repair, rental assistance for persons with special needs, home buyer assistance in the form of down payment and closing costs, and programs that help revitalize and maintain neighborhoods.

Funding Source(s):

Financial Impact:

The ConPlan sets priorities for federal grant funding as outlined in the next five Annual Action Plans, beginning with the 2025 Annual Action Plan. If approved, the NFS budget will reflect grant funds received annually beginning with FY25 and \$641,137 of CDBG and \$243,258.18 of HOME grant funds.

Other Information/Recommendation:

Staff recommends approval.

Attachments:

Presentation:

Morgan Chegwidden

Approvals/Reviews:

Morgan Chegwidden
Brandon Dyson
Jeffrey Tomlinson
Tina Dierschke
Brandon Dyson
Heather Stastny

Created/Initiated
Approved
Approved
Approved
Approved
Final Approval

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Jeremy Miller, Assistant Director of Operations, Operations

Meeting Date: August 5, 2025

Item type: Regular Item

Caption:

Discussion and direction regarding properties located in the floodway and floodplain and authorization to apply to the National Resource Conservation Services' Emergency Watershed Protection Program and authorizing the City Manager to negotiate and execute any related documents (Presentation made by Operations Director Patrick Frerich)

Staff Recommendation:

Direction from Council
Approve

Summary/History:

The devastation caused by the recent July 4th flood has brought about the need to discuss challenges posed by properties located in floodways and floodplains, particularly those deemed unbuildable due to recurring flood risks, and the need to balance development pressures with public safety and community needs. Staff is seeking direction on providing solutions, such as voluntary buyout programs for flood-affected properties. The properties could be acquired to reduce safety risks and flood damage, with plans to convert the land to community use and create flood mitigation infrastructure like detention basins, and reduce the risk to neighboring properties. These purchases could potentially be partially funded by state or federal governments, covering costs such as demolition, legal fees, and remediation costs. Budgetary limitations and the high cost of case-by-case assessments make large-scale buyouts challenging. Actively addressing floodway and floodplain property issues through updated flood mapping, voluntary buyout programs, and long-term mitigation strategies will make our community more resilient when facing another flood event.

One such buyout program is available through the National Resource Conservation Service (NRCS). The NRCS offers Federal assistance under the provisions of section 216 of the Flood Control Act of 1950, Public Law 81-516 or section 403 of the Agricultural Credit Act of 1978, Public Law 95-334. Due to the major flooding event on July 4, 2025, the Emergency Watershed Protection Program (EWP) is available to assist with the funding to buy certain private residential and commercial properties that are susceptible to damage and threat of flooding (EWP Buyout).

Additionally, the program provides funding and support for work that is necessary to safeguard lives and property from the imminent hazards of flooding and swift-moving stormwater that pose a threat of damage to private and public facilities and infrastructure (EWP Armoring). Their assistance provides improvements and safeguards of such facilities and infrastructure through mitigation and armoring projects.

The EWP program requires a Letter of Request from the City and an evaluation by the NRCS of City-selected sites and projects. Qualifying projects (both EWP Buyout and EWP Armoring) will receive acceptance from the NRCS with a cost-share breakdown of the project – typically a 25% City/75% Program split. Any selected projects that exceed the purchasing threshold of the City will be brought back for approval by Council.

Funding Source(s):

Financial Impact:

Funding for the EWP Buyout program and larger EWP Armor projects has not been identified. Funding could be sourced through the General Fund or Stormwater Fund, as appropriate, for smaller EWP Armor projects, or other sources as directed by Council.

Other Information/Recommendation:

Staff is seeking direction for properties located in the floodplain, approval to provide a Letter of Request to the NRCS for EWP, and guidance on funding sources for matching funds of the EWP Program.

Attachments:

- | | | |
|----|--|--|
| 1. | EWPP_Assistance_Letter_of_Request | EWPP_Assistance_Letter_of_Request.docx |
| 2. | EWPP_National_Sponsor's_Guide_-_October_2021 | EWPP_National_Sponsor's_Guide_-_October_2021.pdf |

Presentation:

Patrick Frerich

Approvals/Reviews:

Jeremy Miller	Created/Initiated
Patrick Frerich	Approved
Shane Kelton	Approved
Brandon Dyson	Approved
Jeffrey Tomlinson	Approved
Tina Dierschke	Approved
Brandon Dyson	Approved
Heather Stastny	Final Approval

[Date]

Kristy Oates Texas State Conservationist
Natural Resources Conservation Service
101 S Main St
Temple, TX 76501-7602

Dear Kristy Oates:

We request Federal assistance under the provisions of section 216 of the Flood Control Act of 1950, Public Law 81-516 or section 403 of the Agricultural Credit Act of 1978, Public Law 95-334, to restore damages sustained in Tom Green County by the major flooding event on July 4, 2025. This work is needed to safeguard lives and property from an imminent hazard of [scope of the problems]. [Explain the assistance needed].

We are a [State, political subdivision of a State, qualified Indian tribe or tribal organization, or unit of local government] with a legal interest in or responsibility for the values threatened by the watershed emergency. We understand, as sponsors of emergency watershed protection measures, that our responsibilities will include:

- Contributing a share of the project costs, as determined by NRCS, by providing funds or eligible services necessary to undertake the activity.
- Obtaining any necessary real property rights, water rights, and regulatory permits.
- Agreeing to provide for any required operation and maintenance of the completed emergency measures.

We have exhausted or have insufficient funding or other resources available to provide adequate relief from applicable hazards. We acknowledge that NRCS will not provide funding for activities undertaken by a sponsor prior to the signing of an agreement between NRCS and the sponsor.

The names, addresses, and telephone numbers of the administrative and technical contact persons in our organization are as follows:

[Enter name, title, address, email, and telephone of sponsor's representatives]

Please contact them for any additional information that you might need in assessing our request.

Sincerely,



**United States
Department of
Agriculture**

National Sponsor Guide

Emergency Watershed Protection Program

United States Department of Agriculture
Natural Resources Conservation Service
www.nrcs.usda.gov

October 2021

Non-discrimination Statement and Complaint Policy

This material is based upon work supported by the Natural Resources Conservation Service, U.S. Department of Agriculture (USDA), under number 68-7482-17-008. USDA is an equal opportunity provider, employer, and lender.

Non-discrimination Policy

In accordance with federal civil rights law and USDA civil rights regulations and policies, the USDA, its agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identify (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with Disabilities

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible agency or USDA's [Technology & Accessible Resources Give Employment Today \(TARGET\) Center](#), which can also be reached by phone at (202) 720-2600 (voice and TTY). Or, contact USDA through the Federal Relay Service at (800) 877-8339.

Program information may be made available in languages other than English.

To File a Complaint

To file a program discrimination or Equal Employment Opportunity (EEO) complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at www.usda.gov/oascr and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992.

Submit your completed complaint form or letter to USDA by (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-940; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov. Individuals who are deaf, hard of hearing, or have speech disabilities may also file a complaint through the Federal Relay Service at (800) 877-8339 or (800) 845-6136 (in Spanish).

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1 Introduction

Information in this guide can help project sponsors working through the Emergency Watershed Protection (EWP) Program. It covers basic information about the Program and provides links to websites with more details.

1.1 The EWP Program

The EWP Program was established in 1978. Through the EWP Program, areas damaged by a natural disaster may get federal assistance to recover watershed function. EWP Program assistance is offered in the 50 states, the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, Guam, the Commonwealth of the Northern Mariana Islands, and American Samoa.

1.2 Laws, Regulations, and NRCS Policies

The United States Department of Agriculture (USDA) Natural Resources Conservation Service (NRCS) manages the EWP Program by following the federal laws and policies listed here:

Statutory Authorities

Section 216 of Public Law 81-516 (33 U.S.C. Section 701b-1)

Section 403 of Title IV of Public Law 95-334, the Agricultural Credit Act of 1978, as amended

Program Regulation and Policy

EWP Program requirements are detailed in the—

- [Code of Federal Regulations](#) (CFR): 7 CFR Part 624 and 7 CFR Part 654
- [NRCS EWP Program policy manual](#)

1.3 NRCS Contacts

District Conservationist

Your main point of contact for the EWP Program is your District Conservationist. You can find contact information for your nearest NRCS Service Center and District Conservationist on the [NRCS Service Center Locator Map](#).

State EWP Program Manager

EWP Program Managers coordinate program efforts in each state. Contact information for your state's EWP Program Manager, and more information about the Program, can be found on the [NRCS EWP Program web page](#).

State Conservationist

State Conservationists make sure that program recovery efforts meet the laws, regulations, and policies of the EWP Program. You can find contact information for your State Conservationist in the [NRCS State Offices Directory](#).

2 Program Overview

The EWP Program helps communities recover after natural disasters like floods, fires, windstorms, ice storms, hurricanes, typhoons, tornadoes, earthquakes, volcanic actions, slides, and drought.

When natural disasters strike, damage caused by wind and water can interfere with a watershed's ability to drain properly and safely. Sudden impairments such as debris-clogged drainage channels or unstable streambanks can lead to additional flooding and erosion, which can threaten lives and property. Federal assistance through the EWP Program can help state, local, and tribal governments implement emergency recovery measures to relieve imminent hazards in a watershed.

2.1 Program Administration

EWP Program assistance may be made available to project sponsors when the President declares a major disaster or when an NRCS State Conservationist declares that a natural event impaired a watershed's function. In either case, NRCS undertakes the emergency measures necessary and manages the program efforts. When necessary, NRCS coordinates EWP assistance with other agencies such as the Federal Emergency Management Agency (FEMA) and the U.S. Forest Service.

FEMA Coordination

The EWP Program and FEMA's Public Assistance Program sometimes work in response to the same major disaster events. In the 2018 Memorandum of Understanding between NRCS and FEMA, both agencies committed to establishing an Interagency Coordination and Operation (ICO) plan for improving coordination. The ICO Plan was approved in 2020 and establishes disaster response incident operations.

In the ICO Plan, the determination for applicable funding authority was highlighted. For NRCS to have authority for an emergency measure, NRCS must determine YES for all these questions to have EWP Program authority:

1. Are the measures for runoff retardation and soil-erosion prevention?
2. Has NRCS deemed the measures necessary to safeguard lives and property from floods, drought, and the products of erosion?
3. Has fire, flood, or any other natural occurrence caused a sudden impairment of that watershed?

Therefore, the determination of NRCS authority resides with NRCS, and NRCS does not have a way to make determinations on what emergency work could have been eligible for EWP Program assistance.

2.2 Program Assistance

In most situations, NRCS delivers assistance—technical and financial—to a project sponsor that meets program requirements (see Section 3.2). NRCS can only provide assistance directly to a landowner when NRCS determines that the best way to restore watershed function is by purchasing a floodplain easement. It is important to note that NRCS will not provide funding for activities undertaken by a sponsor prior to the signing of the agreement between NRCS and the sponsor (see Section 5.4).

Technical Assistance

NRCS offers its expertise to help sponsors decide how to deal with damage and to guide them through the EWP Program process. When natural disasters impair watershed function, NRCS checks to see if damaged sites are eligible for assistance and identifies actions to take that can help prevent additional flooding and soil erosion.

Once financial assistance is approved (see below) and allocated for an EWP project, NRCS also provides technical assistance to complete the planning, design, and construction oversight of the recovery measures.

Financial Assistance

Through the EWP Program, NRCS may pay up to 75 percent of the cost of construction of eligible recovery measures. For communities designated as limited resource areas, NRCS may pay up to 90 percent of construction costs. Limited resource areas are determined by using the most recent national census information. To find out if your community qualifies as a limited resource area, please find a map on the National EWP Program webpage (<https://www.nrcs.usda.gov/wps/portal/nrcs/main/national/programs/landscape/ewpp/>) and discuss with your EWP POC. The agreement between NRCS and the sponsor will include who is responsible for contracting the construction of the emergency measures.

3 Sponsor Requirements

NRCS must work with a project sponsor to provide EWP Program assistance. The one exception is when NRCS decides the best option is to purchase a floodplain easement. When this happens, NRCS can provide assistance directly to a landowner. Otherwise, private landowners seeking EWP Program assistance must work through a qualified sponsor.

3.1 Sponsor Eligibility

A project sponsor must be a state, a state agency, a legal subdivision of a state government, a local unit of government, or a Native American Tribe or Tribal organization with a legal interest in or responsibility for the areas threatened by a watershed emergency.

3.2 Sponsor Requirements

Project sponsors must be able to—

- Obtain all necessary property rights, water rights, and permits.
- Provide their share of the construction costs.
- Cover any unreimbursed expenses.
- Operate and maintain any completed recovery measures.

3.3 Sponsor Contribution

Sponsors must share in the cost of construction.

NRCS can typically cover up to 75 percent of construction costs while a project sponsor pays at least 25 percent of the cost. For limited resource areas, the cost share is 90/10.

The sponsor's part of the cost-share can be met using—

- cash
- goods or services (e.g., equipment, materials, construction management)
- a combination of cash, goods, and services

The NRCS State Conservationist determines if and what goods and services can be used to meet the sponsor's portion. Equipment, materials, and construction quality control are some examples of goods and services, also called "in-kind services," that may qualify.

Sponsors cannot use funds received from a Federal grant as their matching share for EWP recovery measures.

4 Program Requirements

EWP Program assistance may be made available when a watershed emergency exists. A watershed emergency means that a natural event such as a flood, tornado, or wildfire caused a sudden watershed impairment and life and/or property is at risk.

4.1 Program Eligibility

While NRCS will check to see if damaged sites qualify for program assistance, the following definitions can help sponsors get a sense of the program criteria NRCS uses to determine eligibility.

- **Watershed impairment**
A significant natural event suddenly lowered the ability of a watershed to function properly or safely. The damage must be from recent disaster event(s) and not have happened over time, like when typical rainstorms gradually erode a streambank. Also, because an impairment must be sudden and due to a significant event, the impairment cannot be due to a lack of maintenance.
- **Imminent threat**
Another strong natural event in the near future could cause major property damage or threaten human life. The threats may be at the damaged site: upstream or upslope, downstream or downslope. They also might be exigent—an emergency that demands immediate action.
- **Property**
Property is defined as any man-made structure permanently affixed to the land, like houses, buildings, roads, utilities, structures, and dams. Orchards, crops growing, and standing timber are not viewed as property by the EWP Program as they might be eligible for other USDA emergency programs.

As part of the eligibility determination, NRCS must consider some of the limitations of the EWP Program. Those limitations are listed below:

- The same structural practices are limited to two installations within a ten-year period. So, if a structural solution fails twice, the only EWP solution remaining is the purchase of a floodplain easement.
- EWP assistance will not be used to perform maintenance. A sponsor may be asked to provide a structures O&M plan to ensure that EWP work is not in fact maintenance.
- EWP assistance will not be used to repair, rebuild, or maintain private or public transportation facilities, public utilities, or similar facilities.
- NRCS EWP funds will not be provided on any Federal lands if such assistance is found to augment the appropriations of other Federal agencies. For Federal lands, it is the Federal land management department or agency that is responsible for securing funding to undertake emergency repair activities within lands under its control.
- EWP assistance is not available for repair or rehabilitation of nonstructural management practices, such as conservation tillage. This is a clarifying limit to focus EWP on threats to property or human life.

- EWP assistance is not provided to repair coastal erosion to beaches, dunes, and shorelines, including those along the Great Lakes. Remember that the “W” in EWP stands for watershed.
- EWP assistance is not available if the recovery measures are eligible for assistance under the Emergency Conservation Program (ECP) administered by the Farm Service Agency. EWP differs significantly from ECP because a sponsor is required for EWP recovery work. Also, unlike ECP, EWP recovery assistance may not be applied on cropland.

4.2 Eligible EWP Work

NRCS staff will then check each damaged area to try to plan an eligible solution using EWP Program assistance. The answer to all of the following questions must be **Yes** for NRCS to fund an emergency measure at a site:

- Does the proposed solution provide protection from additional flooding or soil erosion?
- Does it reduce threats to life or property from a watershed impairment?
- Does it restore the hydraulic capacity to the natural environment to the maximum extent practical?
- Is it economically and environmentally defensible and technically sound?

Technical Soundness

All engineering work must follow the requirements of the [National Engineering Manual](#). Design work must follow requirements of the NRCS conservation practice standards detailed in Section IV of the [Field Office Technical Guide](#) (FOTG). Construction of the recovery measures must follow specifications found in the [National Engineering Handbook \(NEH\) Part 642](#). All structural engineering designs completed by the sponsors must be signed and sealed by registered Professional Engineer (PE) in the state.

5 Program Process

NRCS and sponsors work together on EWP Program recovery efforts.

When it's safe to visit a damaged site, NRCS gets to work checking the amount of damage. Sponsors may contact the NRCS District Conservationist or State EWP Program Manager and request assistance to assess damage that may be causing a watershed impairment.

Sponsors play an important role in the EWP Program from the point that they request assistance. Sponsors may help to choose and prioritize potential program sites. They share in both the cost and the construction of recovery efforts and are responsible for the operation and maintenance of the completed works.

A general outline of the EWP process and sponsor involvement is shown in the table below:

	EWP PROGRAM PROCESS	SPONSOR ACTIONS
1	A sponsor may submit a request to NRCS for EWP assistance	Contact the local NRCS District Conservationist or State EWP Program Manager to discuss submitting a request
2	NRCS determines whether EWP is applicable and prepares an initial cost estimation and damage survey report (DSR)	Contribute DSR team members
3	Funding (if available) is allocated for implementation of the emergency measures identified in an approved DSR	Prepare forms needed to receive federal assistance
4	Enter into a Project Agreement	In cooperation with NRCS, define the responsibilities and activities to be carried out
5	Design and Construct Recovery Measures	If sponsor is responsible for design and/or construction, complete these activities as assigned in the Project Agreement
6	Request Cost Reimbursement	Follow process in the Project Agreement
7	Perform Operation and Maintenance	If NRCS determines a need for O&M, the sponsor will provide necessary O&M

On the pages that follow is information to help you anticipate events that may happen as part of the EWP Program process. If you have any questions about the information in this guide, please contact your NRCS District Conservationist.

Also, on the pages that follow are links to websites where you can find forms and documents that NRCS may ask you to fill out and send in. More forms, documents, and instructions may also be found in the [Sponsor Resources](#) section of the [NRCS EWP Program](#) website.

5.1 Request Program Assistance

To be considered for EWP Program assistance, a project sponsor must make a formal request for assistance to the NRCS State Conservationist (contact information in Section 1.3).

The request needs to share basic information about the sponsor's organization, the date of the natural disaster event, and details on the location and scope of the problems. It must also tell NRCS that your organization agrees to—

- Contribute your share of project costs.
- Obtain all land rights and permits.
- Perform and cover the costs of any operation and maintenance (O&M).

Finally, the letter must state that your organization will not have enough resources to put in place disaster recovery measures without getting assistance through the EWP Program.

Time limit: 60 days

NRCS can only consider requests for assistance received within 60 days from either the date of the disaster event or the date damaged sites could be safely accessed.

Forms &

Documents: [Sample form letter](#)

Register in SAM

The System for Awards Management (SAM) is a federal procurement database. NRCS can only enter into an EWP Program agreement (see Section 5.4) with sponsors that have an active registration in SAM. If your organization is not already registered in SAM when you request EWP Program assistance, immediately start the process on the [SAM website](#). Also, the sponsor must have an active SAM registration for the duration of the agreement and up through final payment.

5.2 Evaluate Sites and Complete DSRs

When NRCS receives a sponsor's letter asking for assistance, the State Conservationist assigns staff to a Damage Survey Report (DSR) team that reviews and evaluates the damages referenced in the letter. Because sponsors must provide cost share and resources to the recovery effort, they can also help to choose and prioritize possible locations where recovery measures will be installed as part of the EWP Program response. For this reason, NRCS may ask that someone who can represent the sponsor go with the DSR Team on the site visits.

Damage Survey Report

NRCS staff evaluates the sites record what they find during a site visit on a DSR. The DSR contains information about—

- the sponsor
- damaged sites and their eligibility for program assistance
- proposed recovery measures
- the cost of restoration versus its benefit
- environmental and social impacts

The completed DSR will describe the proposed recovery measures, along with an estimate of what it will cost to complete the measures. They consider how recovery measures might affect a community and if property owners and other stakeholders will find the work acceptable. NRCS will emphasize measures that are the most economical and are to be accomplished by using the least damaging practical construction techniques and equipment that retain as much of the existing characteristics of the landscape and habitat as possible.

CPA-52 Environmental Evaluation Worksheet

As part of the site evaluation, NRCS staff take care to account for and estimate the potential impact on the environment of implementing recovery measures. Efforts must be made to avoid or minimize adverse environmental impacts associated with the implementation of emergency measures, to the extent practicable, giving special attention to protecting cultural resources and fish and wildlife habitat. Findings get reported on the CPA-52 Environmental Evaluation Worksheet, which NRCS must complete with each DSR. You can find more information about the CPA-52 Environmental Evaluation Worksheet on the [USDA NRCS Environmental Compliance web page](#).

Time limit: 60 days

For a project to be considered for program funding, the NRCS State Conservationist must submit the DSRs within 60 days from receipt of a sponsor's formal letter of request.

5.3 Funding of Emergency Measures

If national EWP funds are available, funds will be provided to the NRCS State Conservationist for the proposed EWP measures identified in the DSR.

When there is not enough federal money or it is not available, the DSR gets put on a waitlist. When this happens, there is no guarantee that NRCS money will eventually be supplied for the project. So, while a DSR is on the waitlist, NRCS suggests that sponsors do the following:

- Look for other funding.
- Notify NRCS if any part of the project gets done by other means.
- Notify NRCS if conditions change at any sites listed on a DSR.

If the condition at any site gets worse, to the point that the danger is severe, tell your District Conservationist right away.

5.4 Enter into a Project Agreement

Before EWP Program work can begin, the sponsor and NRCS must enter into a project agreement. NRCS cannot reimburse a sponsor for costs on work started before the project agreement gets signed by both parties. The agreement sets up the responsibilities and cost share of both NRCS and a sponsor, and who will complete the design, contract administration, and construction inspection of the emergency's measures.

A project agreement describes the scope of the recovery measures. It explains, in detail, the financial assistance and technical assistance that NRCS will provide. Also, in it are plans for making sure that recovery measures meet a certain level of quality.

NRCS staff help sponsors locate and understand documents that must be turned in with a project agreement. They also create a statement of work and because every project has different needs and resources, statements of work look different.

5.5 Design and Construct Recovery Measures

Sponsors and NRCS work together to put recovery measures in place. If the sponsor is responsible for design, the process starts with a pre-design meeting hosted by the sponsor and attended by technical representatives and engineers. During this meeting, the sponsor and NRCS set design limits and the project schedule. If a sponsor is responsible for design, NRCS can provide technical assistance funding to reimburse a portion of sponsor costs related to project design and construction administration. A sponsor may complete the design and contact work internally or hire a consultant. NRCS will work with the sponsor during the design phase to coordinate any needed reviews and concurrence of the design. If NRCS is responsible for design, NRCS completes the design and construction contracting to implement the project.

Other documents needed to be completed include the plan of operations (for force account agreements) and the quality assurance plan (QAP) as well as an operation and maintenance (O&M) plan.

Plan of Operations

When sponsors agree to supply construction services as part of their cost share, a plan of operations must be developed. In the plan are quantity and cost estimates.

Construction Quality Assurance Plan

The QAP lays out details like when and how often testing and inspections happen as well as who must complete these tasks. Also listed in the QAP are critical milestones when more testing and inspections need to happen.

Operation and Maintenance Plan

The O&M plan defines what actions the sponsor will do to ensure the EWP recovery measures function as designed once construction is complete. Items may include mowing, reseeding vegetation, removing sediment, reshaping earth fill, replacing rock riprap, and so on.

During the design and construction phases, project sponsors may have to—

- Get any necessary real property rights, water rights, and regulatory permits.
- Request contractor bids.
- Manage and pay on construction contracts.
- Keep documentation of construction and technical service costs.
- Inspect constructed recovery measures.

NRCS staff also inspects implemented recovery measures to make sure they meet approved plans and specifications, are stable, and can survive another major natural event.

An EWP Program project is thought of as complete when all tasks and inspections are done and have been accepted by NRCS.

Time limit: 220 days (10 days for exigent situations where the threat is immediate)

Construction of recovery measures must be done within 220 calendar days (10 days for exigencies) from the day that program funds are allocated to the NRCS State Conservationist for the recovery measures.

Forms &

Documents: Listed here are some forms and documents often referenced and used during the design and construction of recovery measures.

- [FOTG Conservation Practice Standards](#)
- [QAP template – Structural Work](#)
- [QAP template – Debris Removal](#)
- [QAP template – Typical Inspection](#)
- [O&M plan sample](#)

5.6 Request Reimbursement of Costs

Once there is a signed agreement, any work items that are completed and approved by NRCS can be submitted for reimbursement if they are the responsibility of the sponsor. Sponsors do not have to wait until a project is complete to request reimbursement of their eligible costs and expenses. Sponsors can submit reimbursement requests as often as each month. Once NRCS approves a request, payment is made by electronic funds, usually within 14 days.

To help make the reimbursement of construction costs go smoothly, sponsors can save and submit supporting documentation that provides as much detail as possible. Listed here are some documents commonly required. Note that NRCS may request additional documentation not shown on this list.

Construction reimbursement:

- Construction invoices
- Contractor proof of payment (showing items and quantities installed)
- Certification by the engineer of record
- Other: quantity calculations, rock weight tickets, etc.

In-kind construction reimbursement:

- Employee timesheets (including hourly rate)
- Equipment operation logs (including type, dates, hourly rate, time in operation)
- Other: material type, quality, quantities

Technical and administrative service reimbursement:

- Consultant invoices
- Proof of payment
- Employee timesheets (including hourly rate)

Time limit: 90 days

Sponsors must submit final requests for reimbursement within 90 calendar days from when the EWP agreement ends.

Forms &

Documents: [SF-270 Request for Advance or Reimbursement](#)

5.7 Perform Operation and Maintenance

Sponsors are required to make sure that a recovery measure continues to function as designed. They do so by carrying out O&M tasks on structural recovery measures put in place. Sponsors are responsible for O&M costs.

The need for an O&M agreement will be determined by the NRCS State Conservationist on non-Federal lands. For Federal lands, the Federal agency is responsible for operating and maintaining emergency measures.

O&M tasks get defined in the O&M plan during the design. A sponsor's O&M responsibilities begin when construction is completed and extend for the duration of the time required for the emergency measure to serve the purpose for which it is installed. NRCS monitors any recovery measures put in place and communicates any concerns to project sponsors.

6 Program Forms and Documents

Sponsors are required to complete and submit specific forms and documents throughout the EWP Program process. Some have already been mentioned in previous sections of this guide. Those mentioned and additional forms and documents that you can expect to submit are listed, linked to, and described here.

[ADS-78 Real Property Assurances](#) (federal contract only)

This USDA NRCS form is used by a sponsor to provide assurances to NRCS regarding real property rights. The form must be completed and submitted prior to the implementation of recovery measures funded through EWP Program financial assistance.

[Attorney's Title of Opinion Form Letter](#) (federal contract only)

The attorney's title of opinion form letter certifies that the sponsor has adequate title, right, permission, and authority over the property on which EWP Program recovery measures will be implemented.

[Certification of Lobbying](#)

This document certifies that a sponsor has not been involved in lobbying activities that may have influenced or resulted in the award of EWP Program assistance.

[Quality Assurance Plan Templates](#)

A quality assurance plan (QAP) outlines the responsibilities of a sponsor to ensure that recovery measures are installed in accordance with project plans and specifications. QAPs identify all the individuals who will perform various quality assurance tasks. QAPs outline the frequency and timing of inspections and designate items of work that require continuous inspection versus intermittent or periodic inspection. Sponsors can use the following templates for completing QAPs.

- [QAP template – Structural Work](#)
- [QAP template – Debris Removal](#)
- [QAP template – Typical Inspection](#)

[Operation and Maintenance \(O&M\) Plan Template](#)

Sponsor tasks related to the operation and maintenance of recovery measures get defined in the O&M plan during the design of a project. The O&M plan identifies items that will require maintenance, cost estimates, the timing of inspections, and the length of time that a sponsor will be required to complete operation and maintenance on recovery measures. Here is a [sample O&M plan](#).

[Request for Assistance Form Letter](#)

Sponsors can use this form letter to submit a formal request for assistance. Using this template will ensure all required elements of a formal request are provided. Remember that NRCS can only consider requests for assistance received within 60 days from either the date of the disaster event or the date damaged sites can be safely accessed.

[SF-424 Forms](#)

To receive EWP Program assistance the following SF-424 federal forms must be completed by a sponsor:

- SF-424: Application for Federal Assistance
- SF-424C: Budget Information (Construction Programs)
- SF-424D: Assurances (Construction Programs)

Fillable PDFs and instructions can be accessed through the web page link provided.

[SF-270 Form Request for Advancement or Reimbursement](#)

Form SF-270 is a federal form used to request reimbursement for eligible costs that a sponsor has already paid to design or implement EWP Program recovery measures. This form must be submitted along with supporting documentation. Sponsors will be paid by electronic funds transfer (EFT) approximately 14 days after NRCS approves the request.

7 Frequently Asked Questions

7.1 Program Eligibility

Q: What damage is commonly eligible for recovery under the EWP Program?

A: Head-cutting gullies, severely eroded stream banks and drainage ditches, wildfire damage, debris in channels, sediment deposits in creeks and drainage ditches, channel stabilization at culverts and bridges, landslides causing a watershed impairment, and so on.

Q: What amount of debris or sediment in a channel would cause a watershed impairment and thus be eligible for removal under the EWP Program?

A: While channel blockages are site-specific, if debris or sediment blocks more than 25 percent of the cross-sectional area, it is likely to pose a threat.

Q: What is an example of a landslide threat that is eligible for program assistance?

A: A hillside adjacent to a road experiences a slope failure during a storm event. The slide has filled a major channel or large ditch and is causing severe flooding onto the road. Removal of the slide material and stabilization of the site may qualify for program assistance.

7.2 Program Limitations

Q: What types of damage are not eligible for program assistance?

A: Pre-existing damage or damage resulting from regular storm events is not eligible for program assistance. Other program limitations include damage—

- that threatens farmland, woodland, or pastureland only
- to beaches, dunes, or shorelines
- to structures installed by other federal agencies, such as canals and drainage channels built by the USACE

Q: Can program assistance be used to repair infrastructure (e.g., roads, bridges, etc.)?

A: Program assistance can be used to relieve a threat to infrastructure, not repair infrastructure.

Q: Can program assistance be used to construct a new channel to provide the drainage necessary for protection from flooding that creates a threat to life and property?

A: NRCS will only provide assistance for measures that restore the hydraulic capacity to the natural environment to the maximum extent practical.

7.3 Program Process

Q: Which sites must have a site-specific O&M plan?

A: The need for an O&M agreement will be determined by the NRCS State Conservationist. Most structural work will require an O&M plan. Some non-structural work, like debris removal, may not require an O&M agreement.

Q: How neat and detailed do construction drawings need to be?

A: The amount of detail should be commensurate with the complexity of the site. There should be enough detail for NRCS to determine if the construction meets the program's intent and for a contractor to perform the construction.

Q: Do all engineering plans need to have a professional engineer (PE) seal?

A: Yes, except for sites where only debris removal is occurring. Further, NRCS engineers review all engineering plans and specifications and must concur with the recovery measures.

Q: Who performs the final inspections of implemented recovery measures?

A: This depends on who is responsible for the construction phase. When the sponsors are responsible for construction, NRCS will confirm that they align with previously concurred plans. If NRCS finds any critical deficiencies, the sponsor must correct them before NRCS can make a final reimbursement.

8 Document Links

- Service Center Locator
<https://offices.sc.egov.usda.gov/locator/app>
- State EWP Program Manager
<https://www.nrcs.usda.gov/wps/portal/nrcs/main/national/programs/landscape/ewpp/>
- State Conservationist Directory
<https://www.nrcs.usda.gov/wps/portal/nrcs/main/national/contact/states/>
- NRCS EWP Program Managers and Limited Resource Area Counties Map
<https://www.nrcs.usda.gov/wps/portal/nrcs/main/national/programs/landscape/ewpp/>
- Code of Federal Regulations (CFR): 7 CFR Part 624 and 7 CFR Part 654
<https://www.ecfr.gov/current/title-7/subtitle-B/chapter-VI/subchapter-C/part-624>
<https://www.ecfr.gov/current/title-7/subtitle-B/chapter-VI/subchapter-F/part-654>
- EWP Program Manual
<https://directives.sc.egov.usda.gov/RollupViewer.aspx?hid=26433>
- National Engineering Manual
<https://directives.sc.egov.usda.gov/OpenNonWebContent.aspx?content=43502.wba>
- Field Office Technical Guide
<https://efotg.sc.egov.usda.gov/> Conservation Practice Standards in Section IV
- National Engineering Handbook (NEH) Part 642
<https://directives.sc.egov.usda.gov/OpenNonWebContent.aspx?content=37328.wba>
- SAM Website
<https://sam.gov/content/home>
- CPA-52 Environmental Evaluation Worksheet
<https://www.nrcs.usda.gov/resources/guides-and-instructions/nrcs-environmental-evaluation-cpa-52-worksheet-tools-and-training>
- SF-270 Request for Advance or Reimbursement
<https://www.grants.gov/forms/post-award-reporting-forms.html>
- ADS-78 Real Property Assurances
<https://directives.sc.egov.usda.gov/OpenNonWebContent.aspx?content=30969.wba>
- Certification of Lobbying
<https://www2.ed.gov/fund/grant/apply/appforms/ed80-013.pdf>
- SF-424 Forms
<https://www.grants.gov/forms/sf-424-family.html>

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Jonathan Flores, Budget Manager, Budget

Meeting Date: August 5, 2025

Item type: Regular Item

Caption:

First reading and public hearing of an ordinance amending the budget for the fiscal year beginning October 1, 2024, and ending September 30, 2025, for health insurance claims and premiums, property insurance proceeds, flood response funding, COSADC affordable housing flood program, COSADC business flood relief, comprehensive plan, and Coliseum bond proceeds (Presentation made by Finance Director Tina Dierschke)

Staff Recommendation:

Approve

Summary/History:

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

- Health insurance claims and over 65 retiree premiums
- Property insurance proceeds related to hail damaged vehicles
- Funding for expenses incurred during the July 4th flooding event
- COSADC affordable housing flood program
- COSADC business flood relief
- Funding for an updated comprehensive plan
- Coliseum bond proceeds

Funding Source(s):

Fund:	Account:	Project Number:	Amount Budgeted:
General Fund			-\$1,279,905
Intergovernmental Fund			-\$2,079,055
State Office Building Fund			-\$7,187
Texas Bank Sports Complex Fund			-\$32,341
Airport Fund			-\$46,715
Solid Waste Fund			-\$7,187
Stormwater Fund			-\$72,146

Water Fund	-\$398,871
Water Reclamation Fund	-\$139,314
Fleet Services Fund	-\$64,682
Information Technology Fund	-\$21,561
Health Insurance Fund	\$0.00
Property & Casualty	-\$63,593
Worker's Compensation Fund	-\$8,967
Civic Events Fund	-\$67,185
Fort Concho Fund	-\$43,121
Fairmount Cemetery	-\$21,561
Coliseum Bond Fund	\$0
Keep San Angelo Beautiful	-\$3,593
COSADC Economic Development	-\$1,816,313
COSADC Ballot	-\$183,687

Financial Impact:

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

Other Information/Recommendation:

Staff recommends approval.

Attachments:

1.	2025 08-05 Ordinance	2025 08-05 Ordinance.docx
2.	BA Memo - Health Insurance Claims and Premiums	BA Memo - Health Insurance Claims and Premiums.pdf
3.	BA Memo - Property Insurance Proceeds	BA Memo - Property Insurance Proceeds.pdf
4.	BA Memo - COSADC Business Relief	BA Memo - COSADC Business Relief.pdf
5.	BA Memo - COSADC Affordable Housing	BA Memo - COSADC Affordable Housing.pdf
6.	BA Memo - Flood Response Funding	BA Memo - Flood Response Funding.pdf
7.	BA Memo - Coliseum Bond Proceeds	BA Memo - Coliseum Bond Proceeds.pdf
8.	BA Memo - Comprehensive Plan	BA Memo - Comprehensive Plan.pdf

Presentation:

Tina Dierschke

Approvals/Reviews:

Jonathan Flores
Tina Dierschke
Brandon Dyson
Heather Stastny

Created/Initiated
Approved
Approved
Final Approval

AN ORDINANCE OF THE CITY OF SAN ANGELO AMENDING THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2024, AND ENDING SEPTEMBER 30, 2025, FOR HEALTH INSURANCE CLAIMS AND PREMIUMS, PROPERTY INSURANCE PROCEEDS, FLOOD RESPONSE FUNDING, COSADC AFFORDABLE HOUSING FLOOD PROGRAM, COSADC BUSINESS FLOOD RELIEF, COMPREHENSIVE PLAN, AND COLISEUM BOND PROCEEDS.

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

WHEREAS, the resources necessary for these changes are available.

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

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

INTRODUCED with public hearing on the 5th day of August 2025, and finally PASSED on this 19th day of August 2025.

ATTEST:

THE CITY OF SAN ANGELO, TEXAS:

Heather Stastny, City Clerk

Tom Thompson, Mayor

APPROVED AS TO CONTENT:

APPROVED AS TO FORM:

Tina Dierschke, Finance Director

Brandon Dyson, City Attorney

Exhibit A**City of San Angelo
Proposed Budget Amendment**

Fund	Total Revenue Amendment	Total Expense Amendment	Net Benefit/(Cost)
General Fund	2,000,000	3,279,905	(1,279,905)
Intergovernmental Fund		2,079,055	(2,079,055)
State Office Building Fund		7,187	(7,187)
Texas Bank Sports Complex Fund		32,341	(32,341)
Airport Fund		46,715	(46,715)
Solid Waste Fund		7,187	(7,187)
Stormwater Fund		72,146	(72,146)
Water Fund		398,871	(398,871)
Water Reclamation Fund		139,314	(139,314)
Fleet Services Fund		64,682	(64,682)
Information Technology Fund		21,561	(21,561)
Health Insurance Fund	3,544,940	3,544,940	-
Property & Casualty Fund	630,557	694,150	(63,593)
Worker's Compensation		8,967	(8,967)
Civic Events		67,185	(67,185)
Fort Concho		43,121	(43,121)
Fairmount Cemetery		21,561	(21,561)
Coliseum Bond Fund	41,660,000	41,660,000	-
Keep San Angelo Beautiful		3,593	(3,593)
COSADC Economic Development		1,816,313	(1,816,313)
COSADC Ballot		183,687	(183,687)
	\$ 47,835,497	\$ 54,192,481	\$ (6,356,984)

City of San Angelo
Proposed Budget Amendment
Additional Information

Project/Need	Source of Funding	Revenue	Expense	Net Benefit/(Cost)
Affordable Housing assistance for repairs due to flood	COSADC Economic Development Fund, COSADC Affordable Housing Ballot Fund	-	1,000,000	(1,000,000)
Coliseum Bond Proceeds	Bond Issuance	41,660,000	41,660,000	-
Funding damage repairs due to flooding for businesses	COSADC Economic Development Fund	-	1,000,000	(1,000,000)
Flood response funding for expenditures related to the July 4th flooding event.	General Fund, Intergovernmental Fund, and Property Casualty Fund	2,293,283	2,353,283	(60,000)
Increase contributions to Health insurance fund due to rising retiree premiums and excessive claims activity	Multiple City Funds, Health Insurance Fund	3,544,940	7,341,924	(3,796,984)
Insurance Proceeds related to Hail Damaged Vehicles	Property & Casualty Fund	337,274	337,274	-
Update of the city's comprehensive plan	General Fund	-	500,000	(500,000)
		\$	\$	\$
		47,835,497	54,192,481	(6,356,984)

Memo

To: Tina Dierschke, Finance Director
From: Veronica Sanchez, Director of Human Resources
Date: 07/25/2025
Re: Budget Amendment Request

Purpose of Budget Amendment Request:

Increase contributions to Health insurance fund due to rising retiree premiums and excessive claims activity

Source of Funding:

City Operating Funds, see attached for details

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

Over 65 retiree coverage was discussed last at the 02/04/25.

Project/Budget to be amended	Revenue	Expense
Health Insurance Claims		
Operating Funds		3,500,000
Health Insurance Fund	3,500,000	3,500,000
Over 65 Retiree Insurance		
Operating Funds		296,984
Health Insurance Fund	44,940	44,940

Additional Comments:

Additional contributions are needed to fund health insurance claims in fiscal year 2025. These additional contributions should give health insurance enough funds to make payments through the end of the year. The costs for insurance claims are being allocated based on FTE counts in each operating fund. This amendment also makes adjustments to over 65 retiree premiums based on the cost increases that went into effect at the February council meeting.

City of San Angelo, Texas

Additional Health Insurance Claim Contributions Fiscal Year 2025

Fund		Amount
101	General	2,518,993
103	Intergovernmental	79,055
201	State Office	7,187
203	Texas Bank Sports Complex	32,341
220	Airport	46,715
230	Solid Waste	7,187
240	Stormwater	71,869
260	Water	398,871
270	Water Reclamation	136,550
301	Vehicle Maintenance	64,682
305	Communications	21,561
320	Property and Casualty	3,593
410	Civic Events	43,121
420	Fort Concho	43,121
440	Fairmount Cemetary	21,561
625	Keep San Angelo Beautiful	3,593
Grand Total		3,500,000

City of San Angelo, Texas

O65 Retiree Premium Increases

Fiscal Year 2025

Fund		Amount
101	General	260,912
240	Stormwater	277
270	Water Reclamation	2,764
330	Worker's Comp	8,967
410	Civic Events	24,064
Total Expense		296,984
310	Health Insurance	44,940
Total Revenue		44,940

Memo

To: Tina Dierschke, Finance Director
From: Veronica Sanchez, Director of HR and Risk Management
Date: 08/05/2025
Re: Budget Amendment Request

Purpose of Budget Amendment Request:

Insurance Proceeds related to Hail Damaged Vehicles

Source of Funding:

TML Insurance Proceeds

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

-

Project/Budget to be amended	Revenue	Expense
Property and Casualty Fund	337,274	337,274

Additional Comments:

This amendment seeks to budget for TML insurance proceeds related to hail damaged vehicles. The money will go to the repair of those vehicles.

Memo

To: Tina Dierschke, Finance Director
From: Michael Dane, Interim Economic Development Director
Date: 08/05/2025
Re: Budget Amendment Request

Purpose of Budget Amendment Request:

Funding for damage repairs needed as a result of the July 4th, 2025 flooding to businesses located in the Designated Flood Area

Source of Funding:

COSADC Economic Development Fund Balance

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

No

Project/Budget to be amended	Revenue	Expense
COSADC Economic Development Fund Balance		1,000,000

Additional Comments:

The exact details of the program will be determined and approved once the overall needs have been assessed. It is anticipated that assistance to individual businesses will be handled in a similar manner to any other Economic Development project. An economic development agreement will be required for each business and the Board will consider each project individually. Any funds not utilized will be placed back into the Future Projects fund.

The COSADC Board unanimously approved this item at their meeting on July 23, 2025.

Memo

To: Tina Dierschke, Finance Director
From: Michael Dane, Interim Economic Development Director
Date: 08/05/2025
Re: Budget Amendment Request

Purpose of Budget Amendment Request:

Affordable Housing assistance for repairs to damage resulting from the July 4th, 2025 flooding

Source of Funding:

COSADC Economic Development Fund Balance, COSADC Affordable Housing Ballot Funds

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

No

Project/Budget to be amended	Revenue	Expense
COSADC Economic Development Fund Balance		816,313
COSADC Affordable Housing Ballot Funds		183,687

Additional Comments:

Staff recommends that COSADC funds not to exceed \$1,000,000 be made available to address needs not covered by other available funding sources and that other funding sources be utilized first to address any identified need. The \$183,687 balance in Affordable Housing- Unprogrammed will be utilized first then add funds from COSADC Economic Development Fund Balance will complete the \$1,000,000. The COSADC Board unanimously approved this item at their meeting on July 23, 2025.

Memo

To: Tina Dierschke, Finance Director
From: Jonathan Flores, Budget Manager
Date: 08/05/2025
Re: Budget Amendment Request

Purpose of Budget Amendment Request:

Flood response funding for expenditures related to the July 4th flooding event.

Source of Funding:

Intergovernmental Fund Balance, Property and Casualty Fund Balance, TML Insurance Proceeds

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

-

Project/Budget to be amended	Revenue	Expense
Intergovernmental Fund Balance		2,000,000
General Fund	2,000,000	
Property and Casualty Fund Balance		60,000
TML Insurance Proceeds	293,283	293,283

Additional Comments:

The city has incurred significant repair and maintenance costs related to the July 4th flooding event. This amendment seeks to fund the costs necessary to respond to the event and to repair and maintain equipment and vehicles damaged in the flood. \$2 million from intergovernmental fund balance is being allocated to the General fund for this purpose, and \$60,000 is being sourced from the Property and Casualty Fund to cover deductibles related to equipment claims. Insurance proceeds from TML are also included in the amendment.

Memo

To: Tina Dierschke, Finance Director
From: Ryan Gaddy, Asst Finance Director
Date: 08/05/2025
Re: Budget Amendment Request

Purpose of Budget Amendment Request:

Budget for Coliseum Bond Proceeds

Source of Funding:

Coliseum Bond Proceeds

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

Bond issuance was approved at the 07/15/25 Council meeting

Project/Budget to be amended	Revenue	Expense
Coliseum Bond Fund		
Bond Proceeds	41,660,000	
Issuance Costs		270,000
Coliseum renovations		41,163,745
Underwriters' Discount		226,255

Additional Comments:

At the May 3, 2025 general election, voter's approved the issuance of a bond to fund renovations of the city coliseum. The bond issue was approved at the July 15, 2025 council meeting. This amendment budgets for the bond proceeds which should be received on August 14th, 2025.

Memo

To: Tina Dierschke, Finance Director
From: Aaron Vannoy, Planning & Development Services Director
Date: 08/05/2025
Re: Budget Amendment Request

Purpose of Budget Amendment Request:

Update of the city's comprehensive plan

Source of Funding:

General Fund Balance

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

-

Project/Budget to be amended	Revenue	Expense
General Fund		500,000

Additional Comments:

The Comprehensive Plan was adopted by the City Council in 2003 and was updated in the 2009 Strategic Plan. The purpose of the plan is to ensure that future development in the community is grounded in market and economic reality and representative of stakeholder interests. A new plan would update the strategies and initiatives deemed most important for the City of San Angelo to realize our vision.

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Rae Lineberry, Planner, Planning and Development Services

Meeting Date: August 5, 2025

Item type: Regular Item

Caption:

First reading and public hearing of an ordinance for PD25-04, a request for a Planned Development with the underlying zoning of General Commercial to allow a mixed use of community services, housing, and accessory land uses for community short-term and long-term housing being 10.080 acres located at 738, 740, and 742 W. 14th. St. (Presentation made by Planning & Development Services Director Aaron Vannoy)

Staff Recommendation:

Adopt

Summary/History:

The request is a joint request from the City of San Angelo and the Concho Valley Community Action Agency to implement a Planned Development on properties located at 738, 740, and 742 W. 14th. St. which encompasses approximately 10.080 acres.

This location will serve as a general resource center for the community as well as a non-congregate shelter for homeless citizens and transitional housing through microhomes and tiny homes. The northern property will be long-term housing comprising single-family homes and potential low-rise multifamily housing.

The property will have hygiene facilities which will house showers, restrooms and commercial kitchens for the microhomes. This means they will not have those facilities within their housing unit.

The property is currently zoned Heavy Commercial (CH) along W 14th Street and the eastern side of the property and then single family (RS-1) to the north and west along the railroad property. The proposal is to operate the resource center as a commercial entity along W 14th, and then begin the non-congregant housing, tiny homes and ultimately single-family housing towards the middle and the northern boundaries. With their plan, they have created buffers with stormwater detention, a dog park, and garbed areas. They do propose a perimeter fence around the housing areas.

The Comprehensive plan projects this area to become commercial over time. The planned development changes the underlying zoning to a General Commercial (CG), which would allow the land use for household living and community services. This Planned Development zoning district change would be in conformance with the Comprehensive Plan.

The main question for the Planning Commission and City Council, is this the correct property in our community to assist with a community resource center and short-term and long-term non-congregant

housing. This is where the City of San Angelo is adding conditions to the Planned Development in an attempt to allow the property to become a safe, central location to help this at-risk population and provide protection to surrounding neighbors from the increased pedestrian and vehicular traffic, additional noise generated, and the stigma of a homeless "camp".

The conditions are to be partnered with a future city lease agreement if the zoning districts and land uses are approved.

1. Except as otherwise specified, the development of the subject property shall generally conform to the General Commercial (CG) standards allowing Community Services and Household living.
2. This International Residential Code details the minimum requirements to provide a reasonable level of safety, health and general welfare through affordability, structural strength, means of egress, stability, sanitation, light and ventilation, energy conservation, and safety to life and property from fire and other hazards, and to provide a reasonable level of safety to firefighters and emergency responders during emergency operations. The campus will meet this code with one exception:
 - Hygiene Facilities will be provided for all microhomes/tiny homes along with permitted cooking areas only located at Rock Rose Campus at 738, 740 and 742 W. 14th Street.
3. The campus must be operated and supervised by the governing agency Concho Valley Community Action Agency and/or their designee.
4. Offices, services, complexes, amenities, warehouses, agricultural uses and open park space (non-dedicated to the City) and maintenance/storage buildings specifically serving the Campus and the community shall be allowed as part of this zoning.
5. Urban Design Review is required to be submitted with each phase of development.
6. Recreational Vehicles and Manufactured Homes are prohibited
7. Intermodal containers are allowed as storage, provided they are screened towards the middle of the property and used for the commercial support of the campus and the community resource's function.
8. Intermodal containers which are modified to provide housing are allowed and subject to the standard International Residential Code.
9. Internal "roads" will meet International Fire Codes for construction approvable and modifiable by City of San Angelo Fire Marshal.
10. Except as otherwise specified, the following development standards shall apply:

Development Standard	PD
Allowed Structure Types	
Single-Family Unit – micro homes, tiny homes, single family	
Two-Family Unit	
Multi-family units	
Commercial Buildings to support Services, Resources and Campus needs	
Minimum Front Yard (feet)	15
Minimum Side Yard (feet)	
One side yard (minimum)	15

The other side yard (minimum)	15
Minimum Rear Yard (feet)	15
Maximum Floor Area Ratio	.75
Maximum Height	
In feet	35
In stories	2-½
Maximum Density (units/gross acre)	25

Funding Source(s):

Financial Impact:

Other Information/Recommendation:

The Planning Commission is scheduled to hear the case on August 1st.

Attachments:

1.	811 W 14th St-Opposed	811 W 14th St-Opposed.pdf
2.	725 W 16th and 833 W 16th	725 W 16th and 833 W 16th.pdf
3.	805 W 17th St - Favor	805 W 17th St - Favor.pdf
4.	807 W 17th St - Opposed	807 W 17th St - Opposed.pdf
5.	810 W 14th St - Opposed	810 W 14th St - Opposed.pdf
6.	926 & 940 W 14th St- Opposed	926 & 940 W 14th St- Opposed.pdf
7.	1522 Shelton St - Opposed	1522 Shelton St - Opposed.pdf
8.	Concho Villa Holdings LLC-Opposed	Concho Villa Holdings LLC-Opposed.pdf
9.	Terrel Sheen	Terrel Sheen.pdf
10.	TXLumber LLC	TXLumber LLC.pdf
11.	CVCAA - Rock Rose Pres_241106	CVCAA - Rock Rose Pres_241106.pdf
12.	PD25-04 Rock Rose Ordinance	PD25-04 Rock Rose Ordinance].docx
13.	PD25-04 - Staff Report	PD25-04 - Staff Report].docx

Presentation:

Aaron Vannoy

Approvals/Reviews:

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



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

TXLUMBER LLC
811 W 14TH ST
SAN ANGELO, TX 76903-5209

NOTICE OF PUBLIC HEARING

RE: ZONING PD25-04 Rock Rose Campus

7/3/2025

WHEN: Monday, July 21, 2025, at 9:00 AM

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

CONCERNING: a request for a zone change of 11.06 acres located at 738, 740, & 742 W 14th St., San Angelo, Tom Green County, Texas.

REASON: To change the zoning district from Heavy Commercial (CH) and Single-family Residential (RS-1) to a new Planned Development (PD25-04) with a base zoning of General Commercial (CG) to allow a mixed used of community services, housing, and accessory land uses for community short-term and long-term housing.

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

The attached map shows the subject area bounded by the red line that is being considered for these requests. The green boundary line around the subject area is only a notification area. Planning Commission members are citizens appointed by San Angelo's City Council, specifically to hear and decide certain matters regarding the use and development of land within the city limits of San Angelo. Planning Commission will provide a recommendation for this case. This case will be heard by City Council for a hearing on **Tuesday, August 5th 2025 at 8:30 AM in McNease Convention Center 501 Rio Concho Dr., San Angelo, Texas 76903**

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

For the PLANNING COMMISSION

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

CASE #: PD25-04 Rock Rose Campus

You may indicate your position on the above request by detaching this sheet at the dotted line and returning it to the address below. You may attach additional sheets if needed. You may also email your position to the email address listed below. All correspondence must include your name and address.

Name: TXLUMBER LLC
Address: 811 W 14TH ST

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

Email: planning@cosatx.us

I am in favor ☐

I am opposed ☒

Additional Comments:

Signature: _____



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

PEREZ LOUIS A
112 W COLLEGE AVE
SAN ANGELO, TX 76903-5816

NOTICE OF PUBLIC HEARING

RE: ZONING PD25-04 Rock Rose Campus

7/3/2025

WHEN: Monday, July 21, 2025, at 9:00 AM

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

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

CASE #: PD25-04 Rock Rose Campus

You may indicate your position on the above request by detaching this sheet at the dotted line and returning it to the address below. You may attach additional sheets if needed. You may also email your position to the email address listed below. All correspondence must include your name and address.

Name: PEREZ LOUIS A
Address: 725 W 16TH ST

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

Email: planning@cosatx.us

I am in favor ☒

I am opposed ☐

Additional Comments:

Signature: _____

Louis A. Perez
Louis A. Perez



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

PEREZ LOUIS A
112 W COLLEGE AVE
SAN ANGELO, TX 76903-5816

NOTICE OF PUBLIC HEARING

RE: ZONING PD25-04 Rock Rose Campus

7/3/2025

WHEN: Monday, July 21, 2025, at 9:00 AM

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For the PLANNING COMMISSION

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

CASE #: PD25-04 Rock Rose Campus

You may indicate your position on the above request by detaching this sheet at the dotted line and returning it to the address below. You may attach additional sheets if needed. You may also email your position to the email address listed below. All correspondence must include your name and address.

Name: PEREZ LOUIS A
Address: 833 W 16TH ST

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

Email: planning@cosatx.us

I am in favor ☒

I am opposed ☐

Additional Comments:

Signature: _____

[Handwritten Signature]
Louis A. Perez



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

ZAPATA JOSE G (LIFE-ESTATE)
807 W 17TH ST
SAN ANGELO, TX 76903-4507

NOTICE OF PUBLIC HEARING

RE: ZONING PD25-04 Rock Rose Campus

7/21/2025

WHEN: Friday, August 1, 2025, at 9:00 AM

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

CONCERNING: a request for a zone change of 11.06 acres located at 738, 740, & 742 W 14th St., San Angelo, Tom Green County, Texas.

REASON: To change the zoning district from Heavy Commercial (CH) and Single-family Residential (RS-1) to a new Planned Development (PD25-04) with a base zoning of General Commercial (CG) to allow a mixed used of community services, housing, and accessory land uses for community short-term and long-term housing.

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For the PLANNING COMMISSION

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

CASE #: PD25-04 Rock Rose Campus

You may indicate your position on the above request by detaching this sheet at the dotted line and returning it to the address below. You may attach additional sheets if needed. You may also email your position to the email address listed below. All correspondence must include your name and address.

Name: ZAPATA JOSE G (LIFE-ESTATE)
Address: 805 W 17TH ST

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

Email: planning@cosatx.us

I am in favor ☒

I am opposed ☐

Additional Comments:

Signature: _____

Jose G Zapata



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

ZAPATA JOSE G (LIFE-ESTATE)
807 W 17TH ST
SAN ANGELO, TX 76903-4507

NOTICE OF PUBLIC HEARING

RE: ZONING PD25-04 Rock Rose Campus

7/21/2025

WHEN: Friday, August 1, 2025, at 9:00 AM

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

CONCERNING: a request for a zone change of 11.06 acres located at 738, 740, & 742 W 14th St., San Angelo, Tom Green County, Texas.

REASON: To change the zoning district from Heavy Commercial (CH) and Single-family Residential (RS-1) to a new Planned Development (PD25-04) with a base zoning of General Commercial (CG) to allow a mixed used of community services, housing, and accessory land uses for community short-term and long-term housing.

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

The attached map shows the subject area bounded by the red line that is being considered for these requests. The green boundary line around the subject area is only a notification area. Planning Commission members are citizens appointed by San Angelo's City Council, specifically to hear and decide certain matters regarding the use and development of land within the city limits of San Angelo. Planning Commission will provide a recommendation for this case. This case will be heard by City Council for a hearing on **Tuesday, August 5th 2025 at 8:30 AM in McNease Convention Center 501 Rio Concho Dr., San Angelo, Texas 76903**

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

For the PLANNING COMMISSION

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

CASE #: PD25-04 Rock Rose Campus

You may indicate your position on the above request by detaching this sheet at the dotted line and returning it to the address below. You may attach additional sheets if needed. You may also email your position to the email address listed below. All correspondence must include your name and address.

Name: ZAPATA JOSE G (LIFE-ESTATE)

Address: 807 W 17TH ST

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

Email: planning@cosatx.us

I am in favor ☒

I am opposed ☐

Additional Comments:

Signature: _____

Jose G Zapata



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

DASH HEARE HOLDINGS LP
3137 GRANDVIEW DR
SAN ANGELO, TX 76904-7599

NOTICE OF PUBLIC HEARING

RE: ZONING PD25-04 Rock Rose Campus

7/3/2025

WHEN: Monday, July 21, 2025, at 9:00 AM

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

CONCERNING: a request for a zone change of 11.06 acres located at 738, 740, & 742 W 14th St., San Angelo, Tom Green County, Texas.

REASON: To change the zoning district from Heavy Commercial (CH) and Single-family Residential (RS-1) to a new Planned Development (PD25-04) with a base zoning of General Commercial (CG) to allow a mixed used of community services, housing, and accessory land uses for community short-term and long-term housing.

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CASE #: PD25-04 Rock Rose Campus

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Name: DASH HEARE HOLDINGS LP

Address: 810 W 14TH ST

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

Email: planning@cosatx.us

I am in favor ☐

I am opposed ☒

Additional Comments:

This is a commercial corridor and should not be used for a homeless campus. this campus would increase foot traffic and car traffic which would impede the businesses in the area

Signature: _____

Rock Rose Campus

From Putnam, Karen <karen.putnam@sanangelo.gov>

Date Thu 7/24/2025 11:11 AM

To exm-Planning <exm-Planning@sanangelo.gov>

Cc Vannoy, Aaron <aaron.vannoy@sanangelo.gov>

Good morning,

Terrell Sheen called and expressed his opposition for Rock Rose Campus.

He owns properties located at 926 W 14th St & 940 W 14th St and has had past history of break ins and does not feel this proper use of this land.

325-656-2324 is his number if we have any more questions.

Thank you,

Karen Putnam

Planner

City of San Angelo- Planning & Development Services

Community Development Building

52 W. College Ave. San Angelo, TX 76903

(325)-657-4210 Ext. 1546

www.cosatx.us

This message (including any attachments) is intended only for the use of the individual or entity to which it is addressed and may contain information that is non-public, proprietary, privileged, confidential, and may constitute attorney work product or be exempt from disclosure under one or more of the following sections of the Texas Public Information Act: SECS. 552.101, 552.103 or 552.107. If you are not the intended recipient, you are hereby notified that any use, dissemination, distribution, or copying of this communication is strictly prohibited. If you have received this communication in error, notify us immediately by telephone and (i) destroy this message if a facsimile or (ii) delete this message immediately if this is an electronic communication. Thank you.

PD25-04 Rock Rose Campus

From Catalina Villarreal <cvillarreal2013@gmail.com>

Date Wed 7/23/2025 7:40 PM

To *Planning <planning@cosatx.us>

CAUTION: This email was received from an EXTERNAL source, use caution when clicking links or opening attachments.

Gerardo Contreras/Villarreal Catalina
1522 Shelton St, San Angelo, TX 76903

We vote opposed.

Additional comments: As a resident for 8 years at our address as renters and now homeowners, we have had residential and commercial property theft. Tent city has actually come thru and trashed the empty lots, around from Bryant Freeway to Juvenile Center and from the housing apartments down through City Lumber on 14st. People doing drugs, vandalizing, and public nudity.

Gerardo & Catalina Contreras

This message (including any attachments) is intended only for the use of the individual or entity to which it is addressed and may contain information that is non-public, proprietary, privileged, confidential, and may constitute attorney work product or be exempt from disclosure under one or more of the following sections of the Texas Public Information Act: SECS. 552.101, 552.103 or 552.107. If you are not the intended recipient, you are hereby notified that any use, dissemination, distribution, or copying of this communication is strictly prohibited. If you have received this communication in error, notify us immediately by telephone and (i) destroy this message if a facsimile or (ii) delete this message immediately if this is an electronic communication. Thank you.



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

CONCHO VILLA HOLDINGS LLC
4400 POST OAK PKWY STE 2600
HOUSTON, TX 77027-3446

NOTICE OF PUBLIC HEARING

RE: ZONING PD25-04 Rock Rose Campus

7/21/2025

WHEN: Friday, August 1, 2025, at 9:00 AM

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

CONCERNING: a request for a zone change of 11.06 acres located at 738, 740, & 742 W 14th St., San Angelo, Tom Green County, Texas.

REASON: To change the zoning district from Heavy Commercial (CH) and Single-family Residential (RS-1) to a new Planned Development (PD25-04) with a base zoning of General Commercial (CG) to allow a mixed used of community services, housing, and accessory land uses for community short-term and long-term housing.

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

For the PLANNING COMMISSION

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

CASE #: PD25-04 Rock Rose Campus

You may indicate your position on the above request by detaching this sheet at the dotted line and returning it to the address below. You may attach additional sheets if needed. You may also email your position to the email address listed below. All correspondence must include your name and address.

Name: CONCHO VILLA HOLDINGS LLC

Address:

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

Email: planning@cosatx.us

I am in favor ☐

I am opposed ☒

Additional Comments:

Signature: _____



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



200ft Notification Map

PD25-04: Rock Rose

Council District: #4 - Patrick Keely
Neighborhood: Blackshear

Scale: 0 0.02 0.04 0.08 0.12 0.16 Miles

200' Range:

Subject Property:

Notified Properties:





Rock Rose Campus

From Putnam, Karen <karen.putnam@sanangelo.gov>

Date Thu 7/24/2025 11:11 AM

To exm-Planning <exm-Planning@sanangelo.gov>

Cc Vannoy, Aaron <aaron.vannoy@sanangelo.gov>

Good morning,

Terrell Sheen called and expressed his opposition for Rock Rose Campus.

He owns properties located at 926 W 14th St & 940 W 14th St and has had past history of break ins and does not feel this proper use of this land.

325-656-2324 is his number if we have any more questions.

Thank you,

Karen Putnam

Planner

City of San Angelo- Planning & Development Services

Community Development Building

52 W. College Ave. San Angelo, TX 76903

(325)-657-4210 Ext. 1546

www.cosatx.us

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prohibited. If you have received this communication in error, notify us immediately by telephone and (i) destroy this message if a facsimile or (ii) delete this message immediately if this is an electronic communication. Thank you.



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

TXLUMBER LLC
811 W 14TH ST
SAN ANGELO, TX 76903-5209

NOTICE OF PUBLIC HEARING

RE: ZONING PD25-04 Rock Rose Campus

7/3/2025

WHEN: Monday, July 21, 2025, at 9:00 AM

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

CONCERNING: a request for a zone change of 11.06 acres located at 738, 740, & 742 W 14th St., San Angelo, Tom Green County, Texas.

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For the PLANNING COMMISSION

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CASE #: PD25-04 Rock Rose Campus

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Name: TXLUMBER LLC
Address: 811 W 14TH ST

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

Email: planning@cosatx.us

I am in favor ☐

I am opposed ☒

Additional Comments:

Signature: _____



Photo Credit: (L) Greenfields Outdoor Fitness, (R-T) Zoom Recreation, (R-B) Atlanta Area Parks, (R) bikemonterey.org

- | | |
|-------------------------|---------------------------|
| 1 ADMINISTRATION | 8 (25) TINY HOMES (GATED) |
| 2 SERVICES | 9 (22) TINY HOMES |
| 3 WAREHOUSE | 10 BBQ/GATHERING SPACE |
| 4 EAST HYGIENE BUILDING | 11 EXERCISE AREA |
| 5 WEST HYGIENE BUILDING | 12 DOG PARK |
| 6 (18) TENTS | 13 GARDEN |
| 7 (54) MICRO HOMES | 14 STORM WATER DETENTION |



Photo Credit: (T) Alameda Co. Community Food Bank, (B-L) City of Minneapolis, (B-R) North Coast Opportunities



Photo Credit: (T) Esperanza Community, Austin American-Statesman

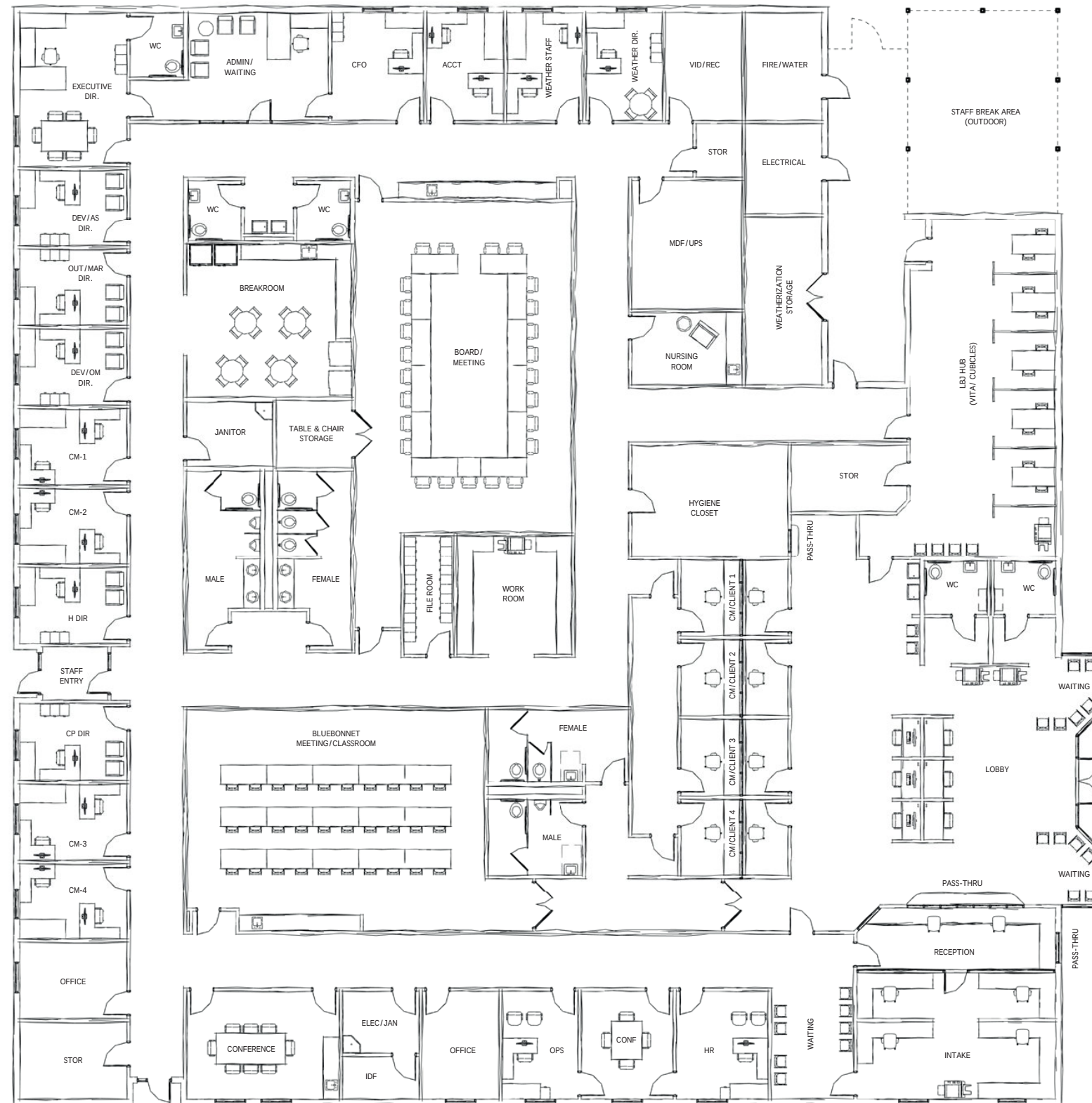


NOVEMBER 6, 2024



CONCHO VALLEY COMMUNITY ACTION AGENCY ROCK ROSE CAMPUS - MASTER SITE PLAN



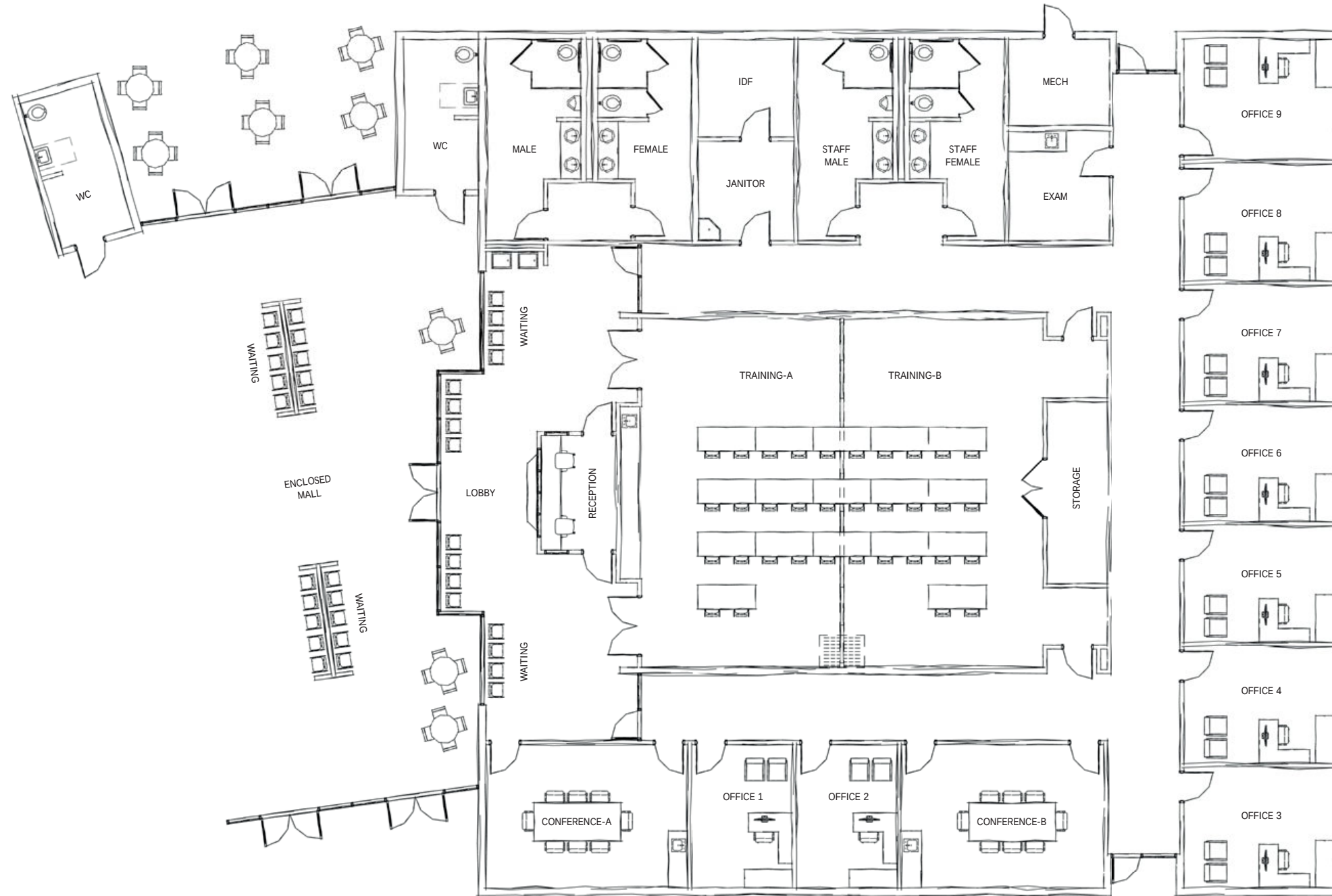


NOVEMBER 6, 2024



CONCHO VALLEY COMMUNITY ACTION AGENCY ROCK ROSE CAMPUS - BLDG A - ADMINISTRATION BUILDING PLAN



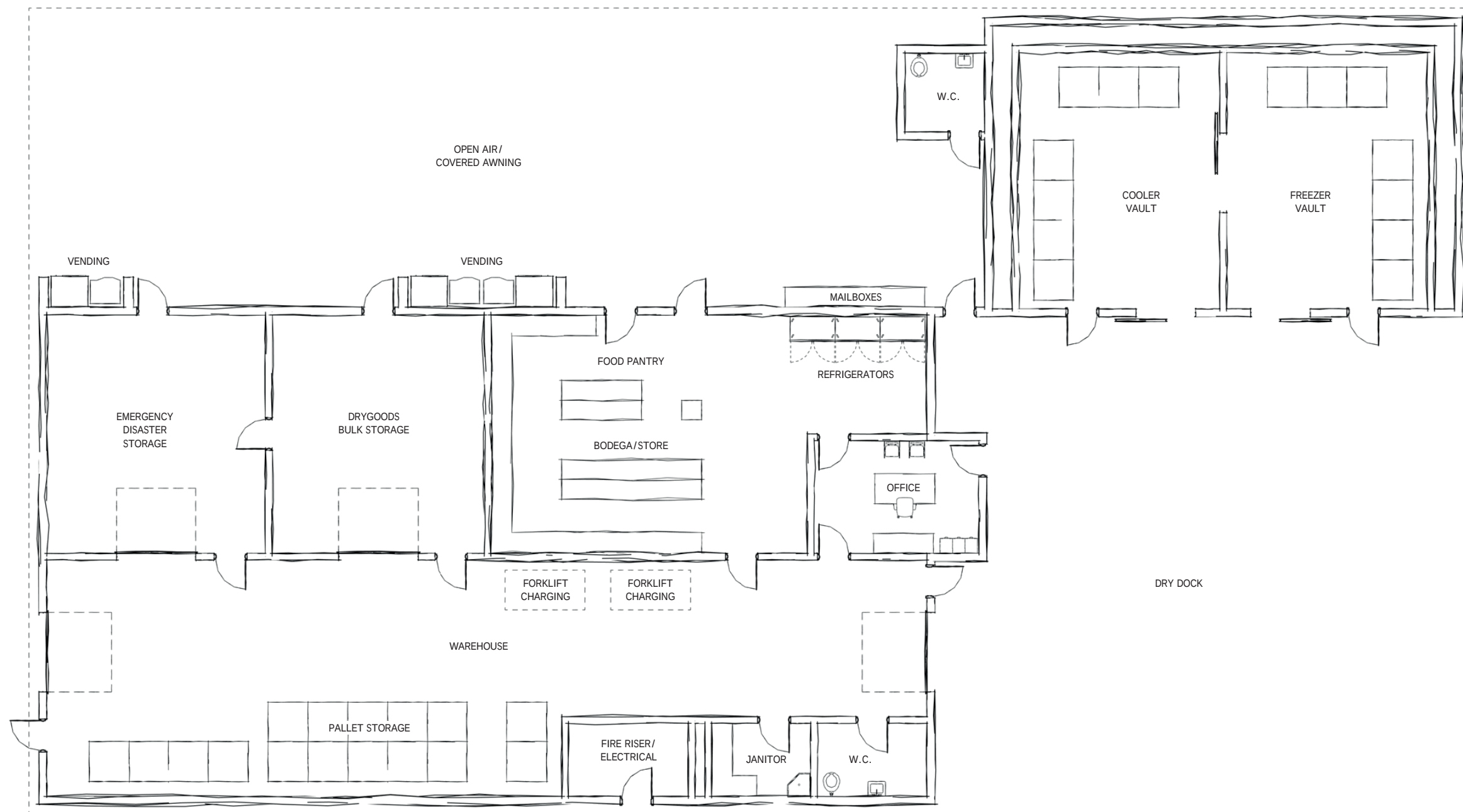


NOVEMBER 6, 2024



CONCHO VALLEY COMMUNITY ACTION AGENCY ROCK ROSE CAMPUS - BLDG B - SERVICES BUILDING PLAN



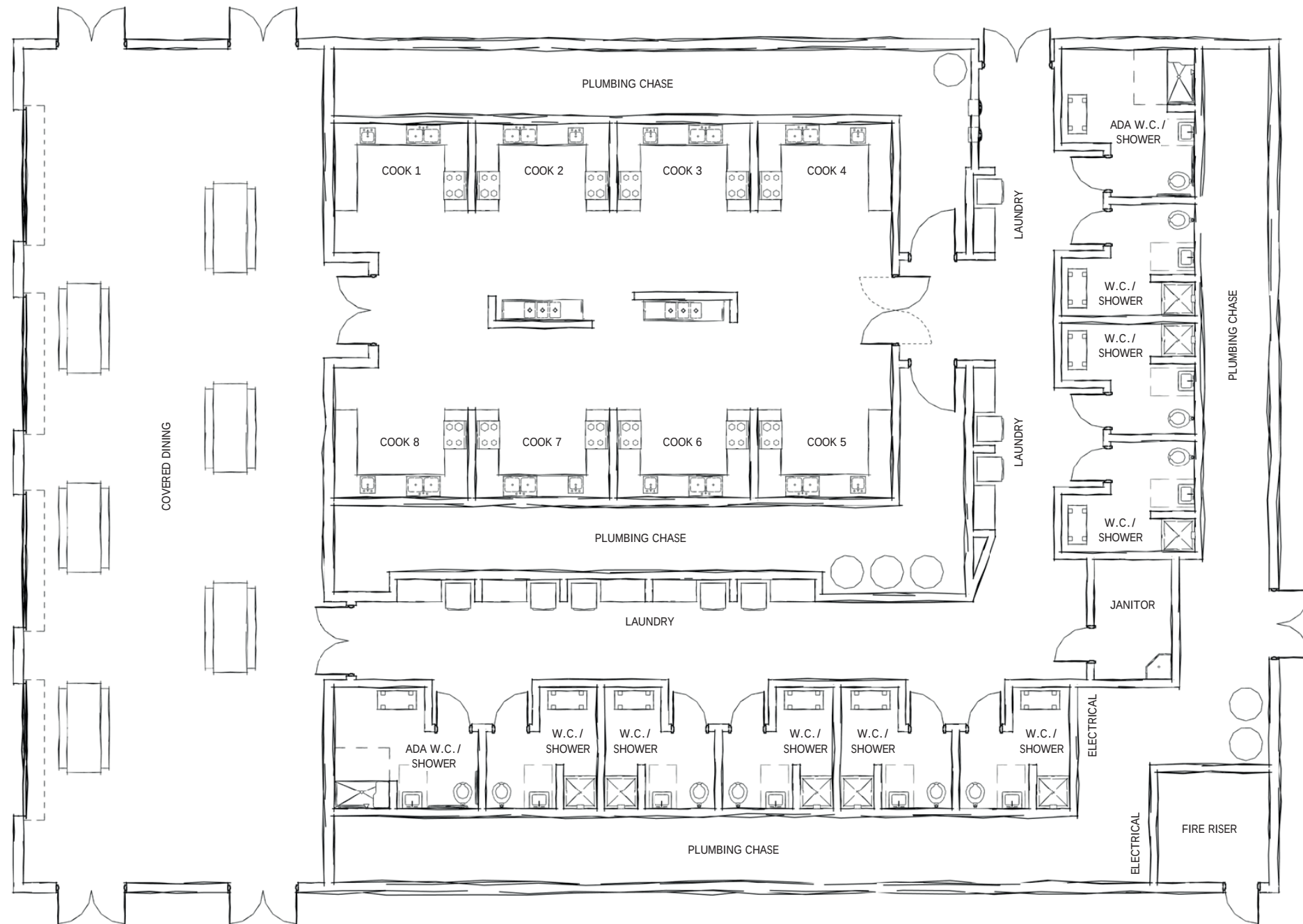


NOVEMBER 6, 2024



CONCHO VALLEY COMMUNITY ACTION AGENCY ROCK ROSE CAMPUS - BLDG C - WAREHOUSE BUILDING PLAN





NOVEMBER 6, 2024



CONCHO VALLEY COMMUNITY ACTION AGENCY ROCK ROSE CAMPUS - BLDG D - HYGIENE EAST BUILDING PLAN



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 10.080 ACRES LOCATED AT 738, 740, & 742 W 14th STREET**; FROM SINGLE-FAMILY RESIDENTIAL (RS-1) AND HEAVY COMMERCIAL (CH) TO PLANNED DEVELOPMENT (PD25-04) DISTRICT WITH A BASE ZONING OF GENERAL COMMERCIAL; PROVIDING FOR SEVERABILITY; AND, PROVIDING FOR AN EFFECTIVE DATE

RE: PD25-04: 738, 740, & 742 W 14th Street

WHEREAS, on the 1st day of August, 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 Planned Development (PD25-04) Zoning District; and,

WHEREAS, on the 5th day of August, 2025, City Council held a public hearing on PD25-04, 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 (PD25-04) ZONING DISTRICT:

The real property located at 738, 740, & 742 W 14TH Street, described as 10.080 acres from Abstract: A-0111 S-0320, Survey: F E Cramer 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: 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 **5th day of August, 2025**, and finally PASSED, APPROVED AND ADOPTED on this the **19th day of August, 2025**.

THE CITY OF SAN ANGELO

Tom Thompson, Mayor

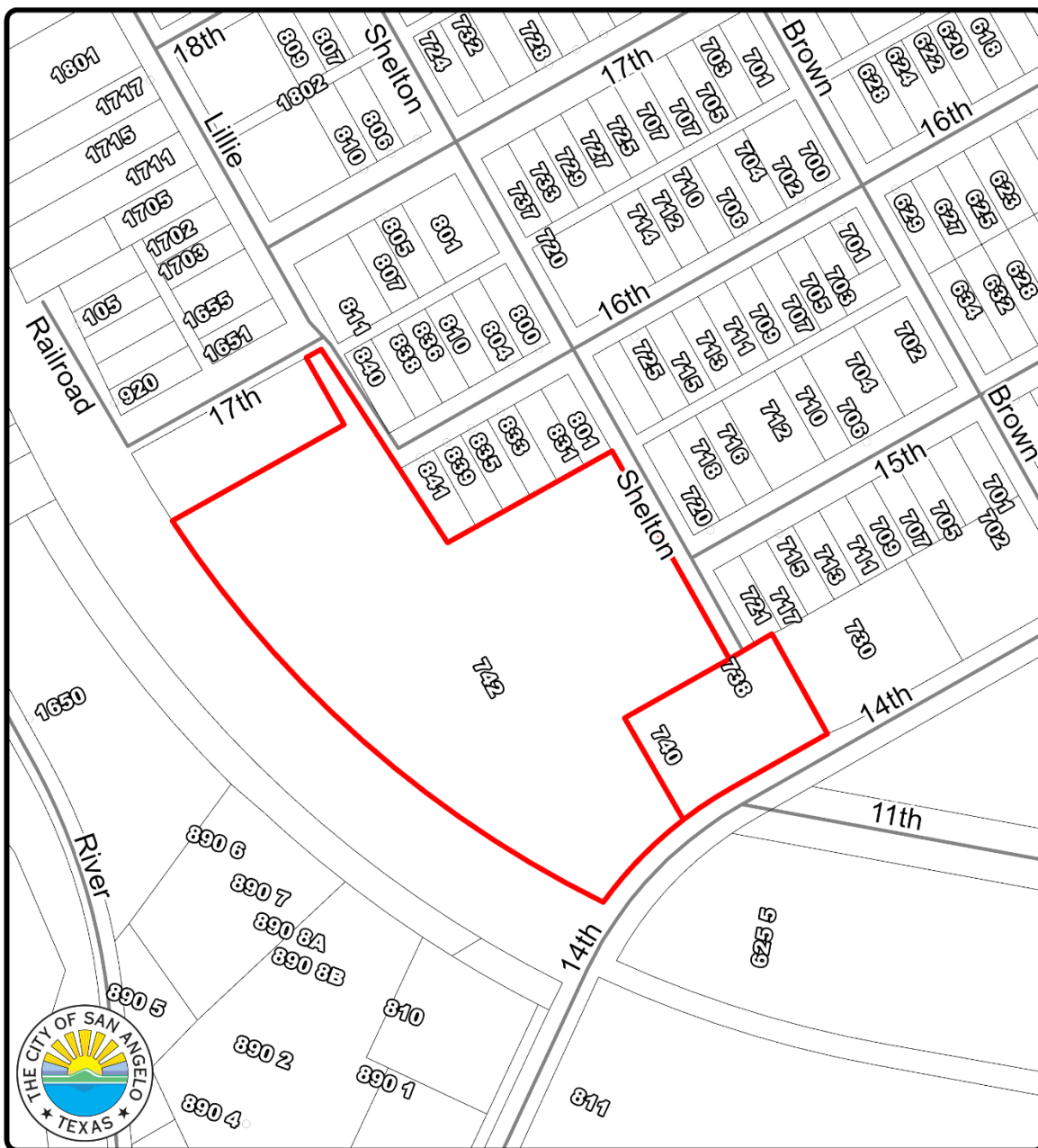
ATTEST:

APPROVED AS TO FORM:

Heather Stastny, City Clerk

Brandon Dyson, City Attorney

Exhibit “A”



Zoning Map

PD25-04: Rock Rose Campus

Council District: #4 - Lucy Gonzales

Neighborhood: Paulann

Scale: 0 0.01 0.03 0.05 0.08 0.1 Miles

Subject Property: _____

Existing Zoning: RS-1 and CH

Requested Zoning: PD25-04



Exhibit “B”

1. Except as otherwise specified, the development of the subject property shall generally conform to the General Commercial (CG) standards allowing Community Services and Household living.
2. The proposed development of the property contemplates a community services and household living campus (the “Campus”) with housing types that are not currently allowed or provided for in the City Code of Ordinances. The International Residential Code (IRC) details the minimum requirements to provide a reasonable level of safety, health and general welfare through affordability, structural strength, means of egress, stability, sanitation, light and ventilation, energy conservation, and safety to life and property from fire and other hazards and to provide a reasonable level of safety to firefighters and emergency responders during emergency operations. Amendments to the IRC, as adopted in ordinance by City Council, shall be required in order to authorize the housing types contemplated by the Campus project.
3. The Campus must be operated and supervised by the governing agency Concho Valley Community Action Agency and/or their designee and accepted by the City of San Angelo.
4. Offices, services, complexes, amenities, warehouses, agricultural uses and open park space (non-dedicated to the City) and maintenance/storage buildings specifically serving the Campus and the community shall be allowed as part of this zoning.
5. Urban Design Review is required to be submitted with each phase of development.
6. Recreational Vehicles and Manufactured Homes are prohibited.
7. Intermodal containers are allowed as storage, provided they are screened and towards the middle of the property and used for the commercial support of the Campus and the community resource’s function.
8. Commercial operations shall cease at 10pm and can resume at 6am for the commercial entities. During a disaster event where this location is designated as a point of refuge or operations for the disaster, then the operations hours for the commercial operations can be extended by the Planning Director.

9. Internal “roads” will meet International Fire Codes for construction approvable and modifiable by City of San Angelo Fire Marshal.

10. All site lighting shall be shielded and have limited spillover onto adjacent properties.

11. Except as otherwise specified, the following development standards shall apply:

Development Standard	PD
Allowed Structure Types	
Single-Family Unit – micro homes, tiny homes, single family	
Two-Family Unit	
Multi-family units	
Commercial Buildings to support Services, Resources and Campus needs	
Minimum Front Yard (feet)	15
Minimum Side Yard (feet)	
One side yard (minimum)	15
The other side yard (minimum)	15
Minimum Rear Yard (feet)	15
Maximum Floor Area Ratio	.75
Maximum Height	
In feet	35
In stories	2- ½
Maximum Density (units/gross acre)	25



STAFF REPORT - PD25-01

Planning Commission: April 21, 2025

City Council 1st reading: May 20, 2025

APPLICATION TYPE:		CASES:	
Zoning/Planned Development		PD25-04: Rock Rose – 738, 740, and 742 W 14 th St.	
SYNOPSIS:			
A request for approval of a Zone Change from the Single Family residential (RS-1), and Heavy Commercial (CH), zoning districts to a Planned Development district with a base zoning of General Commercial (CG) to allow for Community Services and Household living along with related amenities to the Rock Rose Campus plan.			
LOCATION:		LEGAL DESCRIPTION:	
738, 740, 742 W. 14 th St.		8.860, Abst: A-0111 S-0320, Survey: F E CRAMER, REMAINING 8.860 ACRES OUT OF A 10.080 ACRES 1.220, Abst: A-0111 S-0320, Survey: F E CRAMER, 1.22 ACRES OUT OF A 10.080 ACRES	
SM DISTRICT / NEIGHBORHOOD:	ZONING:	FUTURE LAND USE:	SIZE:
SMD #4 – Patrick Keely Neighborhood – Blackshear	Existing: RS-1 and CH Proposed: PD25-04- with CG	Commercial	10.080 acres
NOTIFICATIONS:			
39 notifications were mailed within a 200-foot radius on July 3, 2025. 1 opposed and 2 in favor as of July 15, 2025.			
STAFF RECOMMENDATION:			
Staff recommend APPROVAL of the request for a zone change from the Single Family residential (RS-1), and Heavy Commercial (CH), zoning districts to a Planned Development district with a base zoning of General Commercial (CG) to allow for Community Services and Household living along with related amenities to the Rock Rose Campus plan.			
PROPERTY OWNER/PETITIONER:			
Applicant: City of San Angelo and Concho Valley Community Action Agency			
STAFF CONTACT:			
Aaron Vannoy Planning and Development Services Director (325) 657-4210, ext. 1217 Aaron.vannoy@cosatx.us			

Additional Information:

This Planned Development district will adopt a general compact plan as Exhibit “A” and conform to the general development standards in Chapter 12, Sec 502. Nonresidential District Standards of the Zoning Ordinance along with the provisions for allowing Community Services under Chapter 12 Sec. 317 B. Community Services use regulations and Chapter 12 Sec 316 B. Household Living. The Rock Rose Campus is designed to be a community service center for community assistance for the whole community as well as non-congregant housing for individuals needing shelter assistance. Additional development requirements are listed under Exhibit “B”

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 “Commercial” which are compatible with the land use of General Commercial as this enterprise, while being a non-profit is a managed property for the community. The uses allowed with the proposed Planned Development district are compatible with plans and policies of the City of San Angelo.
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 General Commercial zoning district. The plan to add household living will provide the Campus with short-term and long-term housing options to fulfill their mission to provide resources for the community. The Zoning ordinance looks to planned developments for this mixed-use compatibility where services, goods, and housing can be commissioned for the betterment of the community.
3. **Compatible with Surrounding Area.** *Whether and the extent to which the proposed amendment is compatible with existing and proposed uses surrounding the subject land and is the appropriate zoning district for the land.* The subject properties are surrounded by an Infill designated neighborhood which varies religious opportunities, community services and public schools. This property being a 10+ acre property they plan is to keep commercial activities along W. 14th, and the remaining back 4-6 acres be household living in a variety of structure sizes and types.
4. **Changed Conditions.** *Whether and the extent to which there are changed conditions that require an amendment.* The property is currently undeveloped currently. The changes along W. 14th for the Commercial properties which will support the needs of the household living in many ways. As well as the community as a whole will bring needed façade changes, safety improvements and site control to help mitigate drainage, utilities, and proper setbacks to allow the proper growth of the Campus.
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 at this time and with the Urban Design Review requirement the area will be enhanced with landscaping and drainage features.

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 non-congregate housing options to be short term and long term in our community. A centralized community resource center to help provide for the community and the campus will bring an opportunity to help focus on need and support to a community which at times are left to seek resources.
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 in undeveloped and have not moved beyond a former single-family residence. The Development Pattern along 14th Street is the logical area for commercial development providing the resources needed and community services to help support the household living for the remaining Campus. This process will continue to fit into this pattern of the Blackshear neighborhood to the Northeast of this subject property and is buffered by two current religious institutions and a community center operated by the Boys and Girls Club.

Exhibit 'A' Rock Rose Campus – Concept Plan



NOVEMBER 6, 2024



CONCHO VALLEY COMMUNITY ACTION AGENCY
ROCK ROSE CAMPUS - MASTER SITE PLAN



Exhibit “B”: Applicable Regulations

1. Except as otherwise specified, the development of the subject property shall generally conform to the General Commercial (CG) standards allowing Community Services and Household living.
2. The proposed development of the property contemplates a community services and household living campus (the “Campus”) with housing types that are not currently allowed or provided for in the City Code of Ordinances. The International Residential Code (IRC) details the minimum requirements to provide a reasonable level of safety, health and general welfare through affordability, structural strength, means of egress, stability, sanitation, light and ventilation, energy conservation, and safety to life and property from fire and other hazards and to provide a reasonable level of safety to firefighters and emergency responders during emergency operations. Amendments to the IRC, as adopted in ordinance by City Council, shall be required in order to authorize the housing types contemplated by the Campus project.
3. The campus must be operated and supervised by the governing agency Concho Valley Community Action Agency and/or their designee and accepted by the City of San Angelo.
4. Offices, services, complexes, amenities, warehouses, agricultural uses and open park space (non-dedicated to the City) and maintenance/storage buildings specifically serving the Campus and the community shall be allowed as part of this zoning.
5. Urban Design Review is required to be submitted with each phase of development
6. Recreational Vehicles and Manufactured Homes are prohibited
7. Intermodal containers are allowed as storage provided, they are screen and towards the middle of the property and used for the commercial support of the campus and the community resource’s function.
8. Commercial operations shall cease at 10 PM and can resume at 6 AM for the commercial entities. During a disaster event where this location is designated as a point of refuge or operations for the disaster then the operations hours for the commercial operations can be extended by the Planning Director
9. Internal “roads” will meet International Fire Codes for construction approvable and modifiable by City of San Angelo Fire Marshal.
10. All site lighting shall be shielded and have limited spillover onto adjacent properties.
11. Except as otherwise specified, the following development standards shall apply:

Development Standard	PD
Allowed Structure Types	
Single-Family Unit – micro homes, tiny homes, single family	
Two-Family Unit	
Multi-family units	
Commercial Buildings to support Services, Resources and Campus needs	
Minimum Front Yard (feet)	15
Minimum Side Yard (feet)	
One side yard (minimum)	15
The other side yard (minimum)	15
Minimum Rear Yard (feet)	15

Maximum Floor Area Ratio	.75
Maximum Height	
In feet	35
In stories	2-½
Maximum Density (units/gross acre)	25

Recommendation:

Staff recommend **APPROVAL** of the request for a zone change from the Single Family residential (RS-1), and Heavy Commercial (CH), zoning districts to a Planned Development district with a base zoning of General Commercial (CG) to allow for Community Services and Household living along with related amenities to the Rock Rose Campus plan.

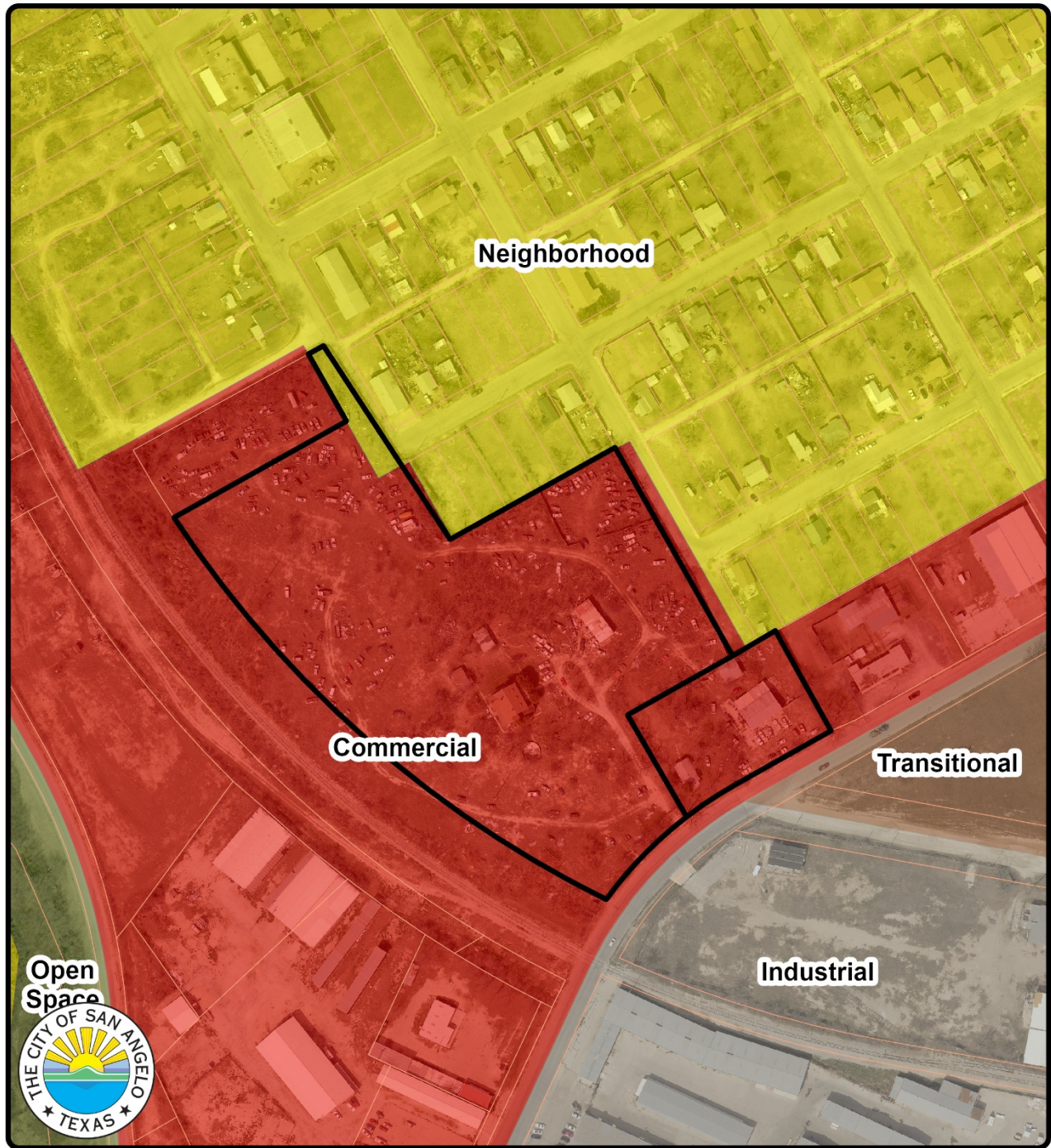
Attachments:

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



N

Zoning Map

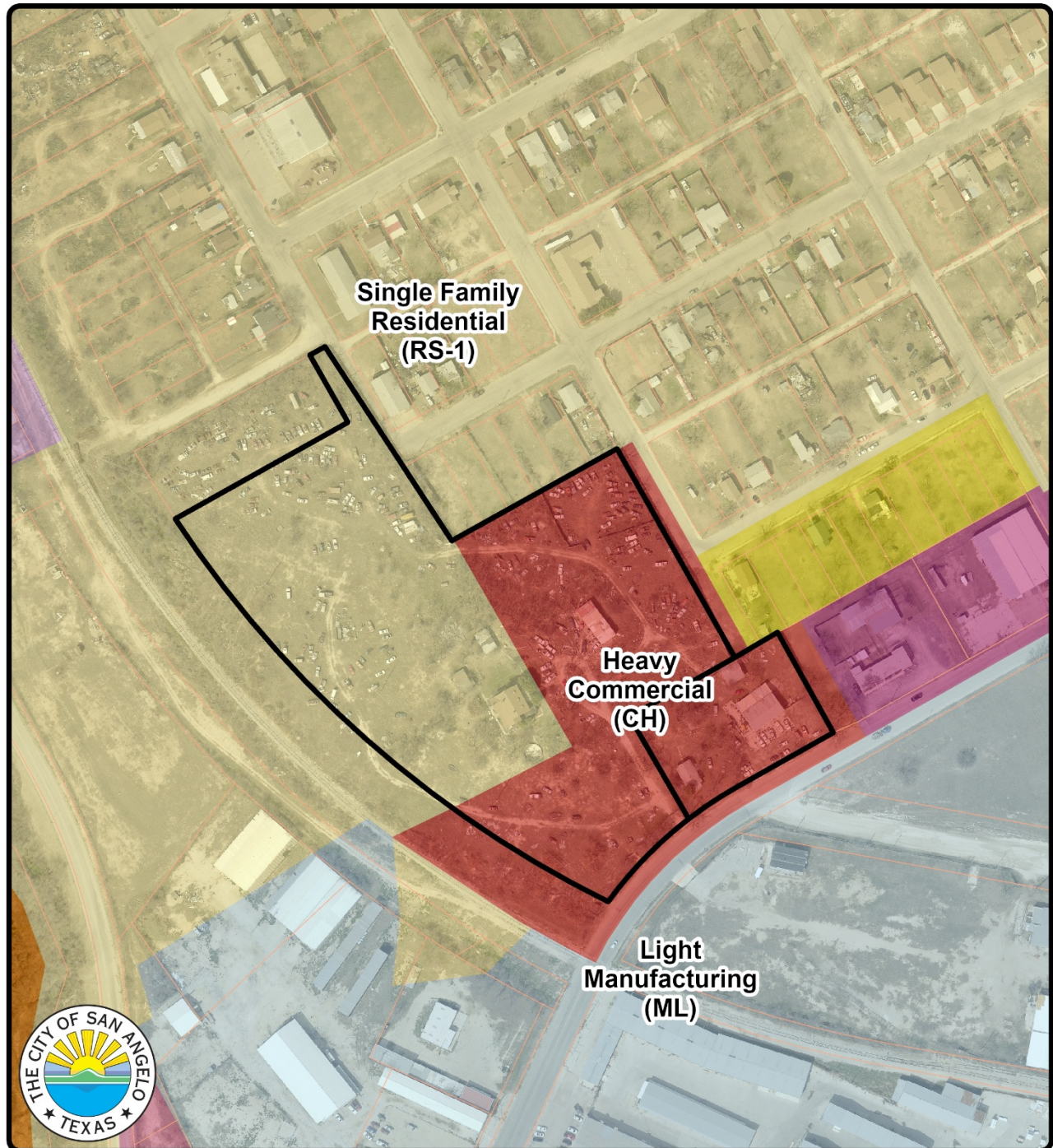


Zoning Map
PD25-04: Rock Rose Campus

Scale: 0 0.01 0.03 0.05 0.08 0.1 Miles



Vision Plan



Zoning Map
PD25-04: Rock Rose Campus

Scale: 0 0.01 0.03 0.05 0.08 0.1 Miles



Photos







REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Rae Lineberry, Planner, Planning and Development Services

Meeting Date: August 5, 2025

Item type: Regular Item

Caption:

First reading and public hearing of an ordinance for Z25-20, a request for a zone change from the Single-family Residential zoning district to the Low Rise Multi-family Residential zoning district for properties located at 611 N. Jackson & 610 N. Van Buren (Presentation made by Planning & Development Services Director Aaron Vannoy)

Staff Recommendation:

Approve

Summary/History:

The request is to rezone two small properties from single-family residential to the low-rise multifamily zoning of RM-1. The properties were dissected when the Houston Harte freeway was designed. The properties have sat vacant for decades due to them being small and difficult to build upon. The requestor has a zero-lot line design which does fit on the properties, which would then conform to the required setbacks for the zoning district. The footprint and square footage size of these homes are very comparable to the surrounding neighbors. This is an infill opportunity for additional housing.

The request is to be heard on August 1st at the Planning Commission. This project is on a fast track to begin development and has come forward to meet some contract deadlines.

Funding Source(s):

Financial Impact:

Other Information/Recommendation:

The request will be heard by the Planning Commission on August 1st.

Attachments:

- | | |
|--|---|
| 1. Z25-20 Staff Report | Z25-20 Staff Report.pdf |
| 2. 001 CVC 610 N VAN BUREN SITE PLAN | 001 CVC 610 N VAN BUREN SITE PLAN.pdf |
| 3. 002 CVC 610 N VAN BUREN FLOOR PLAN
FOUNDATION PLAN | 002 CVC 610 N VAN BUREN FLOOR PLAN
FOUNDATION PLAN.pdf |

- | | | |
|----|--|--|
| 4. | 001 CVC 611 N JACKSON ST SITE PLAN | 001 CVC 611 N JACKSON ST SITE PLAN.pdf |
| 5. | 002 CVC 611 N JACKSON ST FLOOR PLAN
FOUNDATION PLAN | 002 CVC 611 N JACKSON ST FLOOR PLAN
FOUNDATION PLAN.pdf |
| 6. | Z25-20 Jackson & Van Buren Ord] | Z25-20 Jackson & Van Buren Ord].docx |

Presentation:

Aaron Vannoy

Approvals/Reviews:

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



STAFF REPORT - Z25-20

Planning Commission: July 21, 2025
City Council 1st reading: August 5, 2025

APPLICATION TYPE:		CASES:	
Zone Change		Z25-20: 611 N Jackson & 610 N Van Buren	
SYNOPSIS:			
A request for approval of a zone change from (RS-1) Single-family Residential to (RM-1) Low Rise Multi-family Residential for the properties located at 611 N Jackson & 610 N Van Buren.			
LOCATION:		LEGAL DESCRIPTION:	
611 N Jackson & 610 N Van Buren		Acres: 0.109, Blk: 172, Subd: LOGAN-GREER OF ANGELO HTS, N PT OF LOT 3 Acres: 0.075, Blk: 172, Subd: LOGAN-GREER OF ANGELO HTS, N PT OF LOT 8	
SM DISTRICT / NEIGHBORHOOD:	ZONING:	FUTURE LAND USE:	SIZE:
SMD #4 – Patrick Keely Neighborhood – Central	Currently: RS-1 Requesting: RM-1	Neighborhood	Acres: 0.109 Acres: 0.075
NOTIFICATIONS:			
16 notifications sent on 7/3/25. Received 0 in favor and 0 opposed.			
STAFF RECOMMENDATION:			
Staff recommend approval of a zone change from (RS-1) Single-family Residential to (RM-1) Low Rise Multi-family Residential for the properties located at 611 N Jackson & 610 N Van Buren.			
PROPERTY OWNER/PETITIONER:			
Owner: Zane Willard			
STAFF CONTACT:			
Rae Lineberry Senior Planner (325) 657-4210, ext 1533 Rae.lineberry@cosatx.us			

Additional Information: The subject of this zone change is two vacant lots that do not meet the RS-1 standards but can meet a zero lot line standard under multi-family residential. The vision plan for this area is Neighborhood which fits multi-family residential.

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 will allow for the development of currently vacant lots with residential uses that are consistent with the surrounding neighborhood.
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 residential and the applicant would like to build a zero lot line home.
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 residential in the area.

Recommendation:

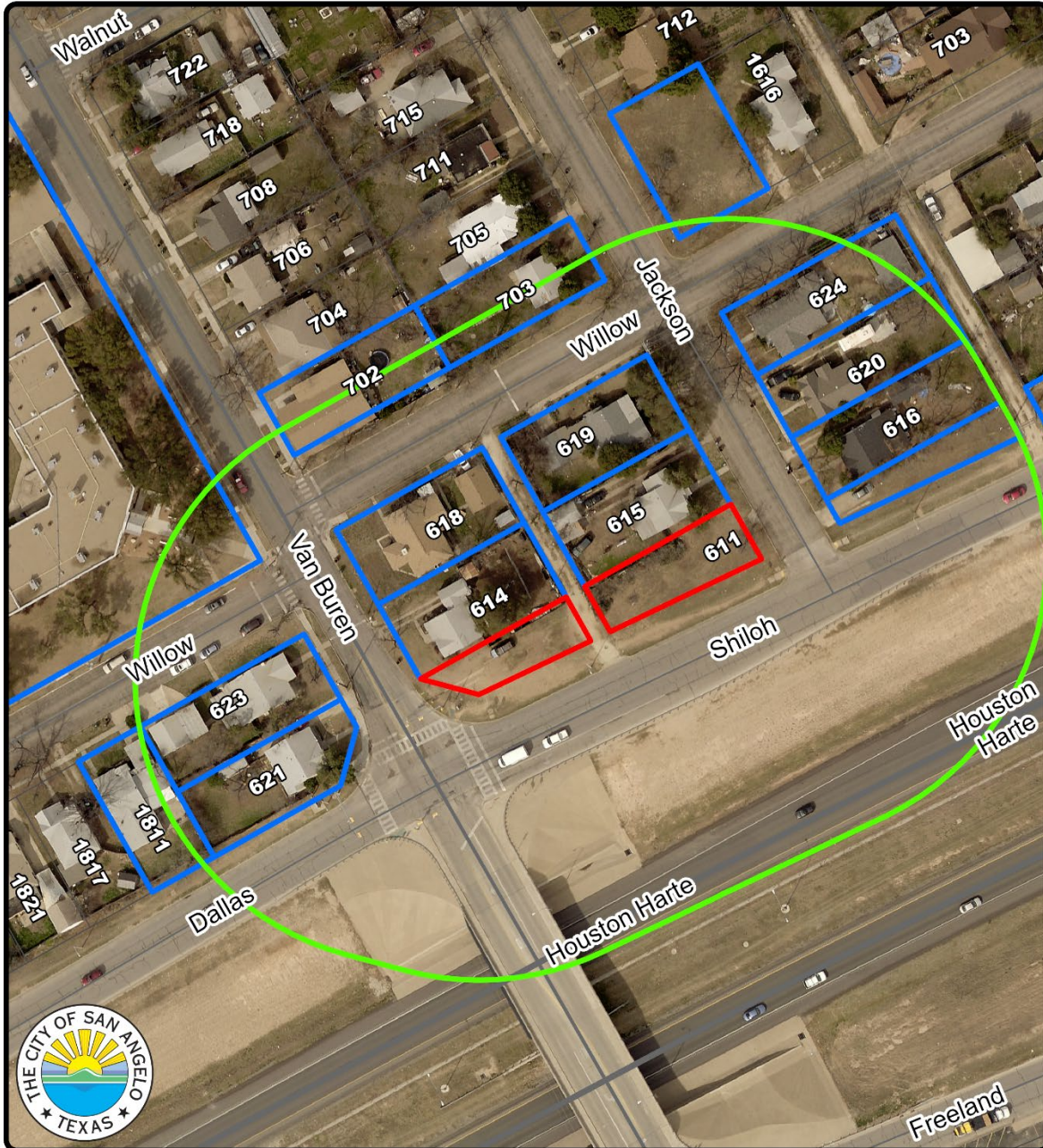
Staff recommend **approval** of a zone change from (RS-1) Single-family Residential to (RM-1) Low Rise Multi-family Residential for the properties located at 611 N Jackson & 610 N Van Buren.

Attachments:

Notification Map

Zoning Map

Vision Plan Map



200' Notification Map
Z25-20: Jackson and Van Buren

Council District: #4 - Patrick Keely
Neighborhood: Central

Scale: 0 0.01 0.02 0.03 0.04 Miles

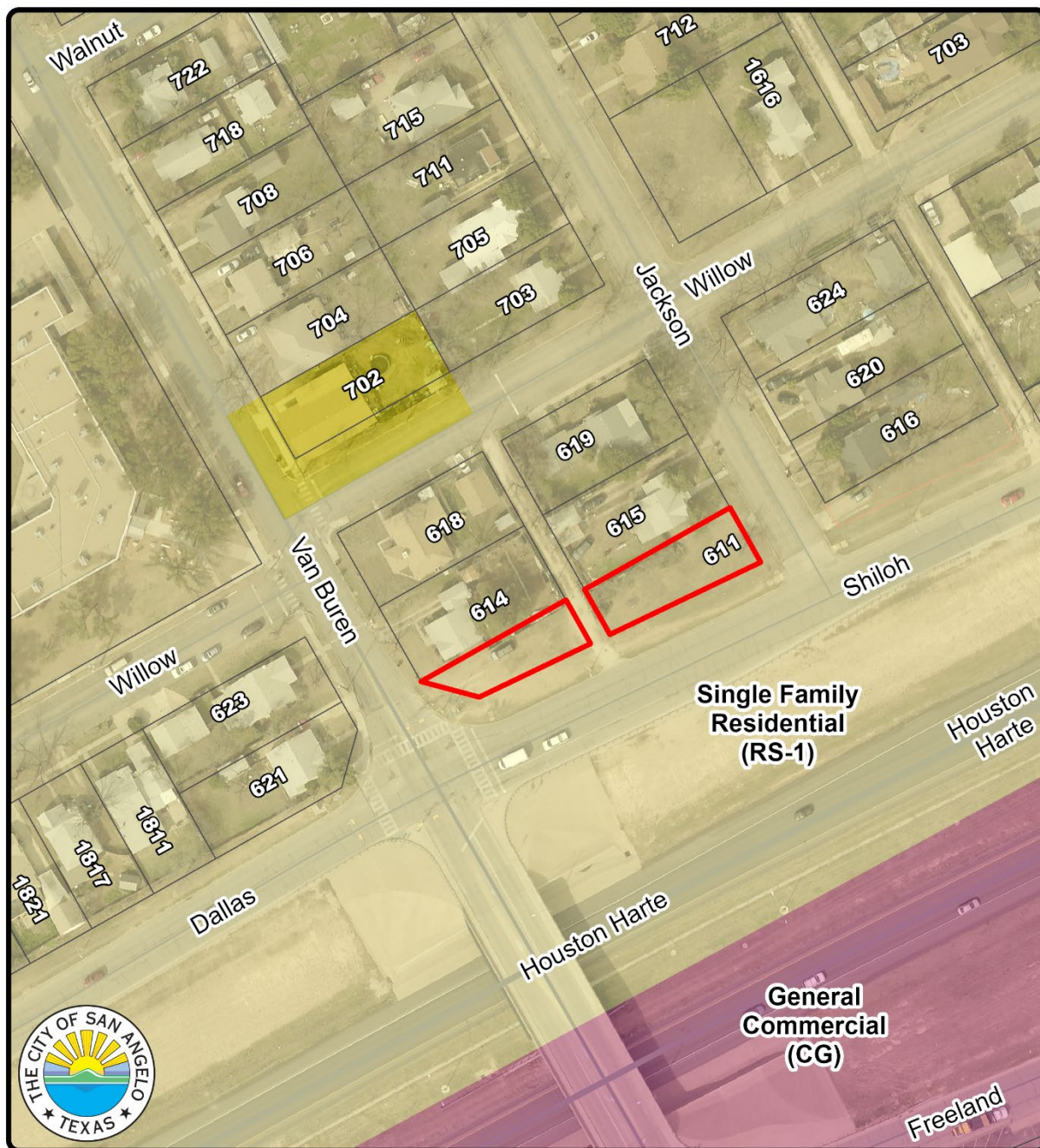
200' Range: 

Subject Property: 

Notified Properties: 

N





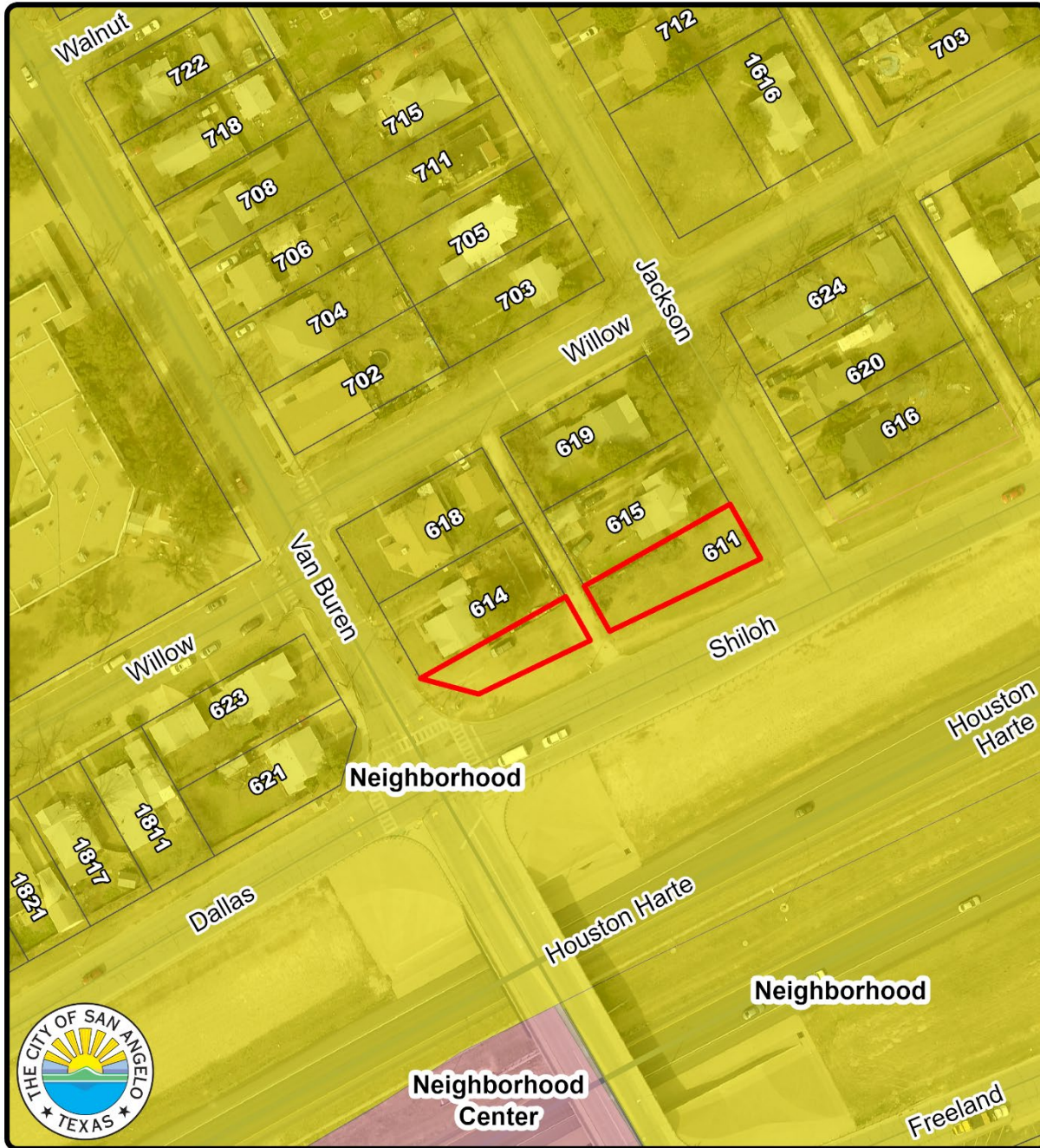
Zoning Map Z25-20: Jackson and Van Buren

Council District: #4 - Patrick Keely
Neighborhood: Central

Scale: 0 0.01 0.02 0.03 0.04 Miles

Subject Property: —





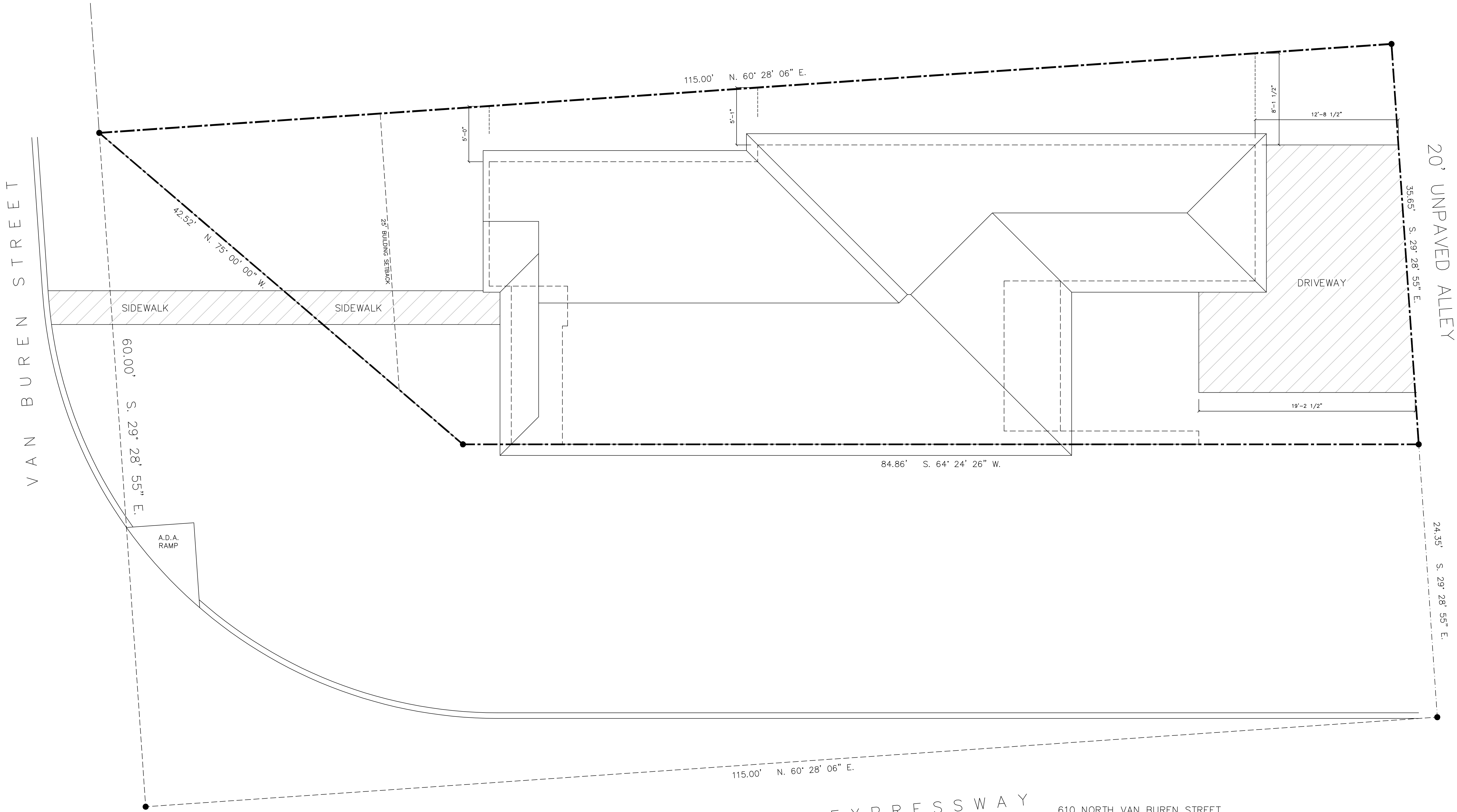
Vision Map
Z25-20: Jackson and Van Buren

Council District: #4 - Patrick Keely
Neighborhood: Central

Scale: 0 0.01 0.01 0.02 0.03 0.04 Miles

Subject Property: —





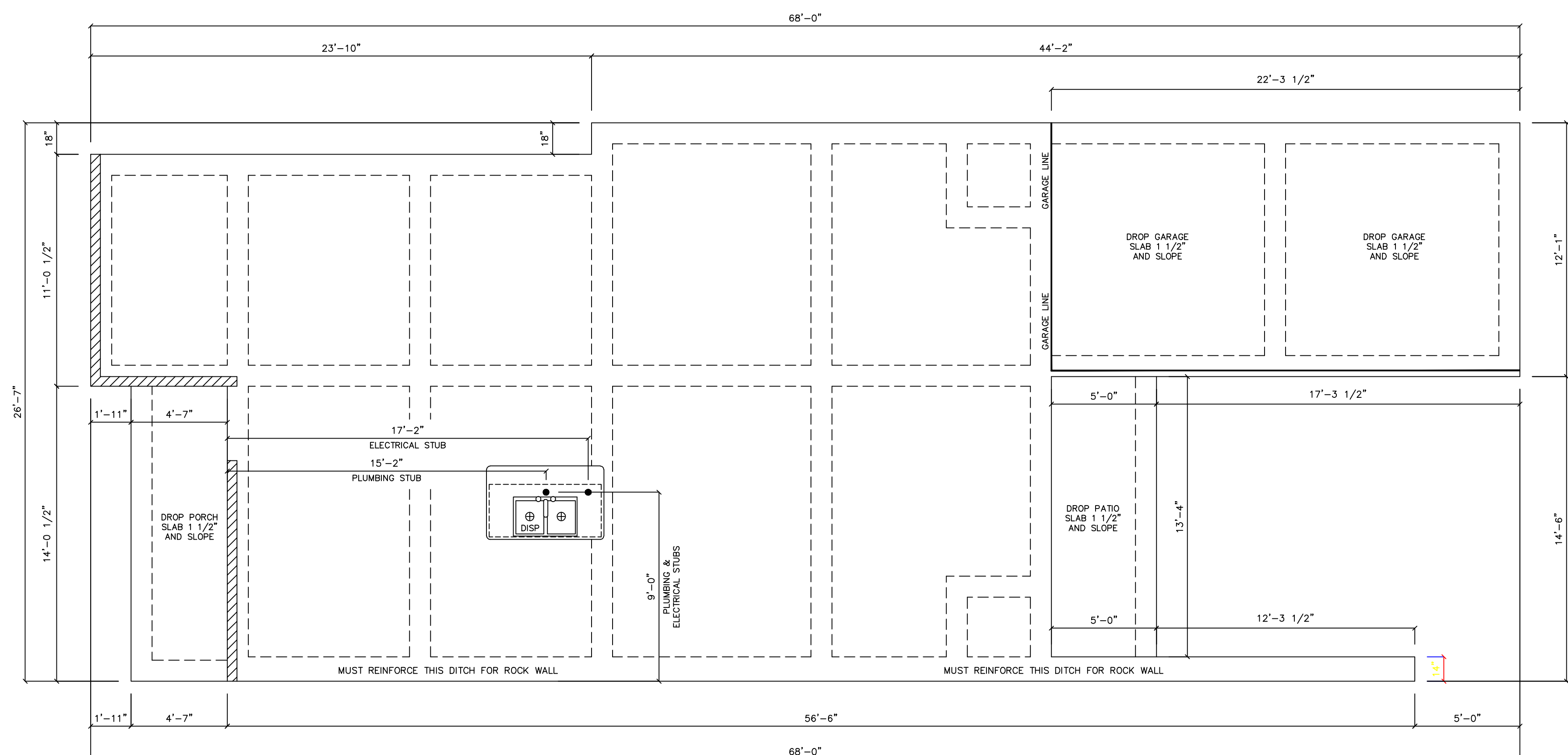
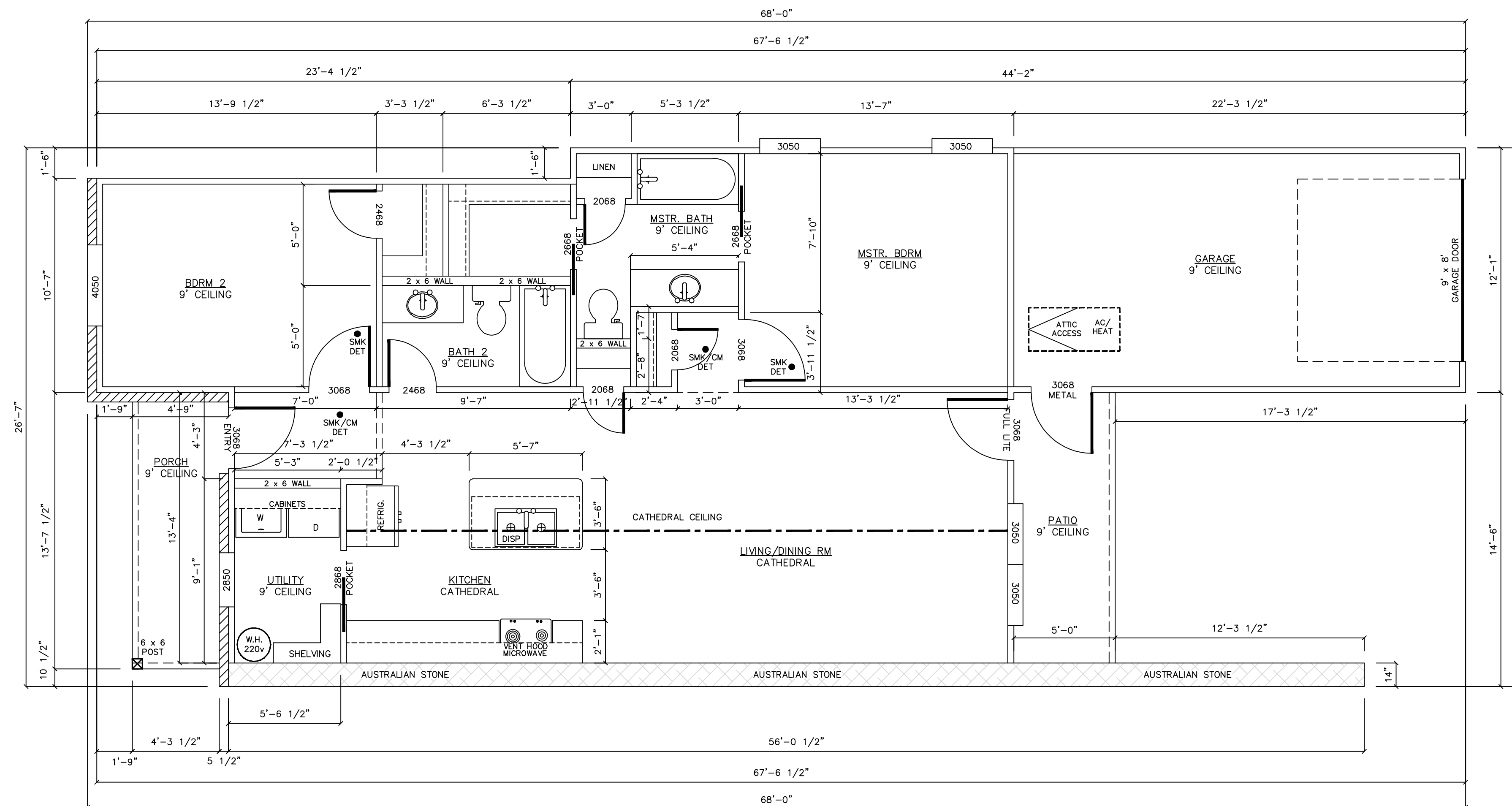
HOUSTON HARTE EXPRESSWAY

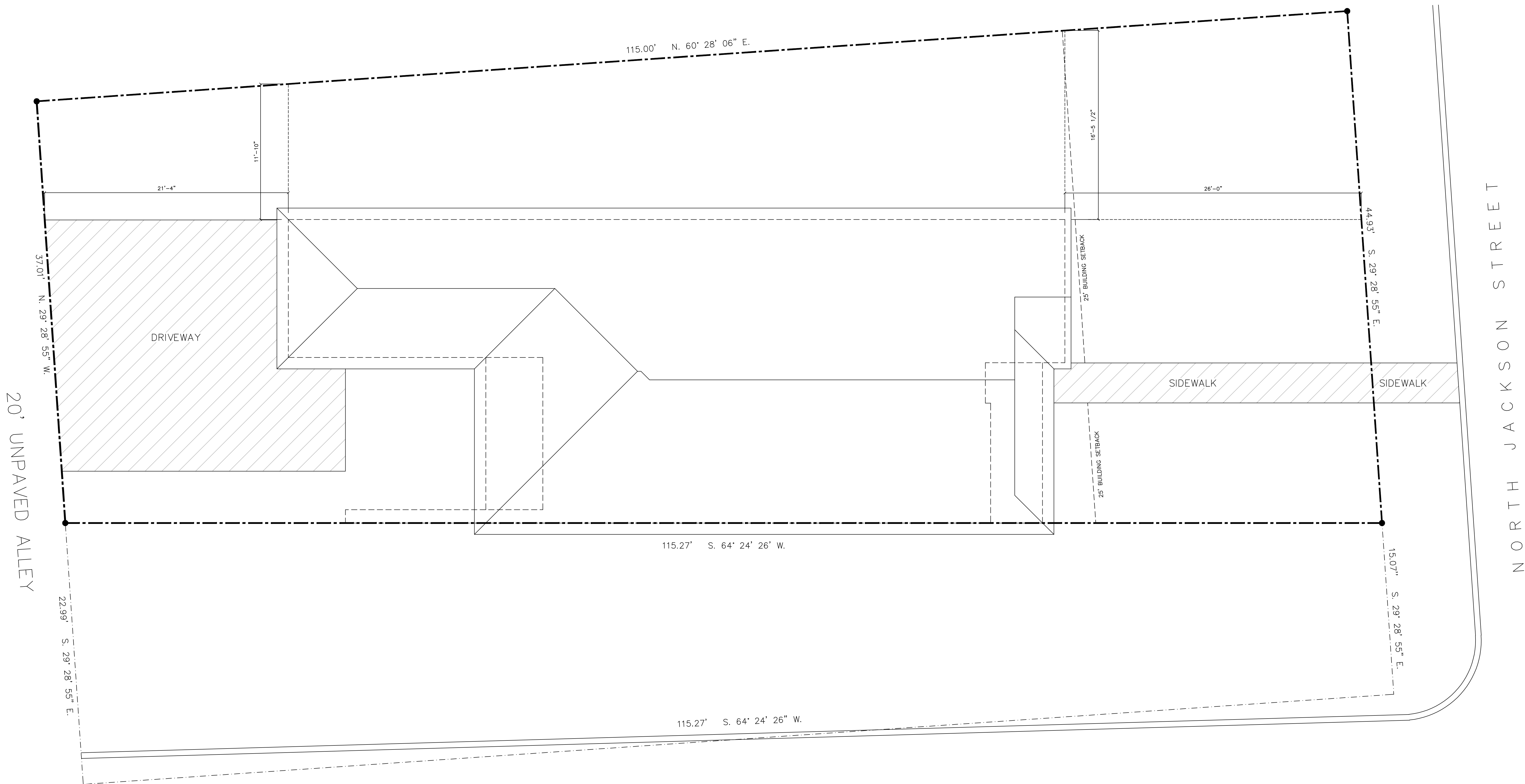
610 NORTH VAN BUREN STREET

LOT 8, BLOCK 172,
LOGAN-GREER CO.
SUBDIVISION OF BLOCK 172,
ANGELO HEIGHTS ADDITION
(DALLAS SUBDIVISION OF MILES ADDITION NO.2)
SAN ANGELO, TOM GREEN COUNTY, TEXAS

SITE PLAN
SCALE: 1/4" = 1'-0"

3,224 Sq. Ft. Total Lot Size





20' UNPAVED ALLEY

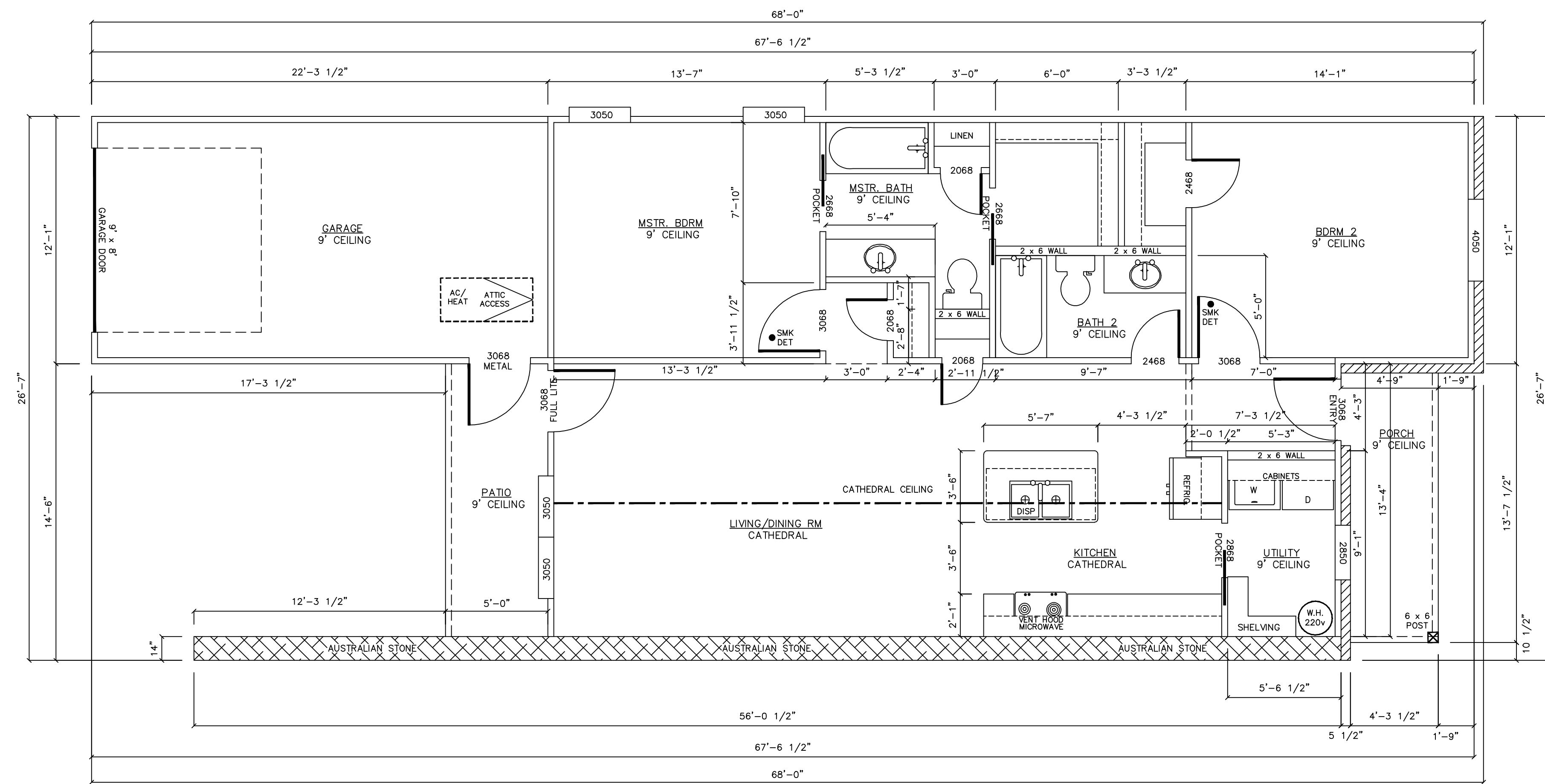
NORTH JACKSON STREET

HOUSTON HARTE EXPRESSWAY

611 JACKSON STREET
LOT 3, BLOCK 172,
LOGAN-CREER CO.
SUBDIVISION OF BLOCK 172,
ANGELO HEIGHTS ADDITION
(DALLAS SUBDIVISION OF MILES ADDITION NO.2)
SAN ANGELO, TOM GREEN COUNTY, TEXAS

SITE PLAN
SCALE: 1/4" = 1'-0"

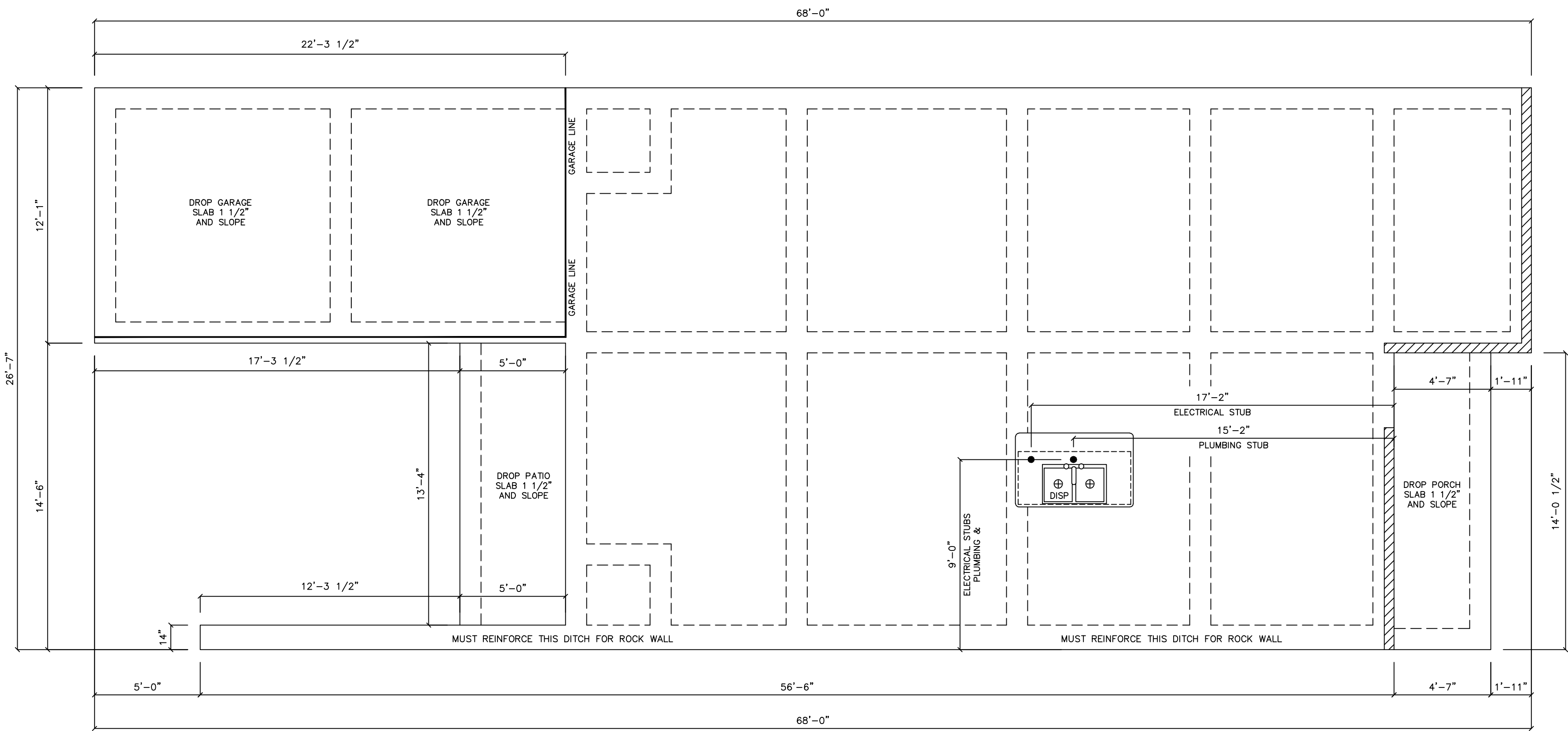
4,712 Sq. Ft. Total Lot Size



AREA CALCULATIONS	
FLOOR	1063 Sq. Ft. Heated Area Out / Frame
FLOOR	1019 Sq. Ft. Heated Area In / Frame
PORCH	65 Sq. Ft.
PATIO	67 Sq. Ft.
GARAGE	269 Sq. Ft.
TOTAL	1464 Sq. Ft. Under Roof

FLOOR PLAN

SCALE: 1/4" = 1'-0"



FOUNDATION NOTES:

FOUNDATION DESIGN ASSUMES A LEVEL SITE WITH APPROPRIATE SOIL BEARING CAPACITIES AND NON-EXPANSIVE SOILS.

CONTRACTOR SHOULD VERIFY THE SOIL CONDITION AND VERIFY FINAL FOUNDATION DESIGN WITH A SOILS ENGINEER AND OR THE APPROPRIATE BUILDING OFFICIALS.

THE FINISH GRADE SHALL SLOPE AWAY FROM THE FOUNDATION AT A SLOPE OF NOT LESS THAN FOUR INCHES IN THE FIRST FIVE FEET.

NOTES:

FOOTINGS AND CROSS DITCHES TO BE 12" WIDE BY 16" DEEP MINIMUM WITH (4) BARS OF 1/2" REBAR CONTINUOUS. SLAB TO HAVE 3/8" REBAR 18" o.c.b.w. FOUNDATION HEIGHT ABOVE FINISHED GRADE SHALL BE A MINIMUM OF EIGHT INCHES. (8") FOUNDATION CONCRETE SHALL HAVE AN ULTIMATE COMPRESSIVE STRENGTH OF NOT LESS THAN 3200 lbs. PER SQUARE INCH AT TWENTY EIGHT (28) DAYS BRICK LEDGE TO BE 5 1/2" WIDE

NOTE: CHECK WITH OWNER or CONTRACTOR, THE PLACEMENT OF HOSE BIBS AND ELECTRICAL FLOOR OUTLETS PRIOR TO CONSTRUCTION.

FOUNDATION PLAN

SCALE: 1/4" = 1'-0"

1544 Sq. Ft. Total Slab Area

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 .109 AND .075 ACRES LOCATED AT 611 N JACKSON AND 610 N VAN BUREN**; FROM SINGLE-FAMILY RESIDENTIAL (RS-1) TO LOW RISE MULTI-FAMILY RESIDENTIAL (RM-1); PROVIDING FOR SEVERABILITY; AND, PROVIDING FOR AN EFFECTIVE DATE

RE: Z25-20: 611 N Jackson & 610 N Van Buren

WHEREAS, on the 1st day of August, 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 5th day of August, 2025, City Council held a public hearing on Z25-20, 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 611 N Jackson and 610 N Van Buren, described as .109 and .075 acres from Block 172, N PT of Lot 3 & 8, of Logan-Greer of Angelo Heights Subdivision 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 **5th day of August, 2025**, and finally PASSED, APPROVED AND ADOPTED on this the **19th day of August, 2025**.

THE CITY OF SAN ANGELO

Tom Thompson, Mayor

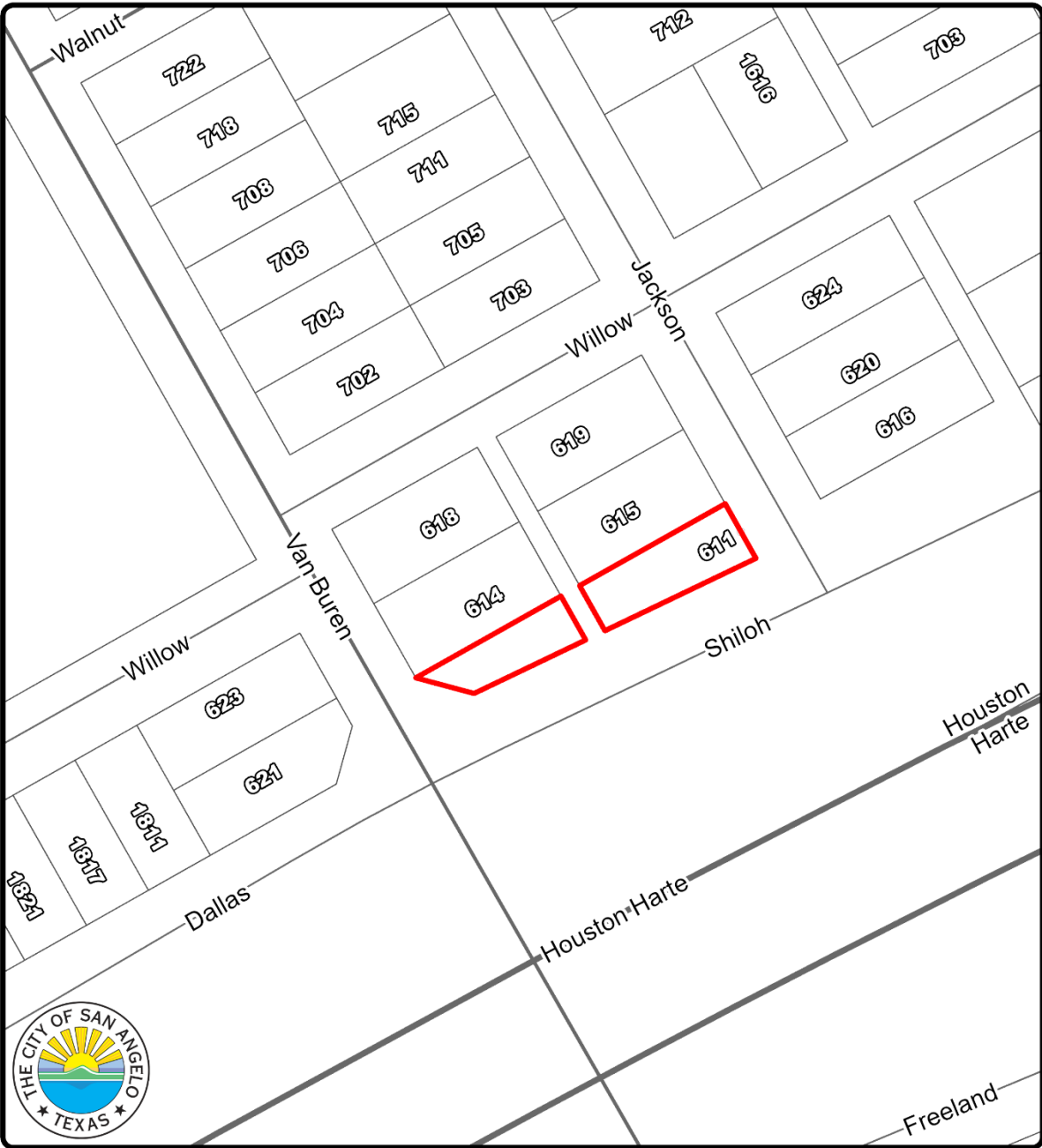
ATTEST:

APPROVED AS TO FORM:

Heather Stastny, City Clerk

Brandon Dyson, City Attorney

Exhibit "A"



Ordinance Map
Z25-20: Jackson and Van Buren
Council District: #4 - Patrick Keely
Neighborhood: Central
Scale: 0 0.01 0.01 0.02 0.03 0.04 Miles

Subject Property: —
Existing Zoning: RS-1
Requested Zoning: RM-1

